

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
FEBRUARY 12, 2025**

Those interested in attending the meeting virtually may use the following link:

<https://zoom.us/j/98750832914?pwd=3eNmGtLyPYwKV5qvVHv4tc207uylo3.1>

or for voice only, **Dial by your location:** (253) 215-8782

Meeting ID: 987 5083 2914 **Passcode:** 777859

9:00 a.m.	Commissioners' Office
10:30 a.m.	Superior Court
10:45 a.m.	Public Works
10:55 a.m.	Planning & Community Development

NOON BREAK

1:00 p.m.	Human Services
1:30 p.m.	Public Health
1:50 p.m.	Budget - ARPA

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 90 minutes

Agenda Item No.: 1

Subject: Merchant McIntyre & Associates Update

Description: Merchant McIntyre Federal Legislative Update

Attachment: None

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 2

Subject: Two-Tenths of One-Percent Sales And Use Tax To Fund Costs Associated With ICOM 911's Emergency Communications Systems and Facilities, Pursuant to RCW 82.14.420

Description: Resolution C-08-25 to submit a proposition to the qualifying voters of Island County at the April 2025 Special Election for their approval or rejection of a two-tenths of one percent (0.2%) sales and use tax to fund costs associated with ICOM 911's emergency communications systems and facilities, pursuant to RCW 82.14.420

Attachment: County Resolution, ICOM Resolution

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input type="checkbox"/> Move to Consent | <input checked="" type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Complete

Agenda Item No.: 3

Subject: Island County Digital Budget Book

Description: Island County Digital Budget Book presentation

Attachment: None

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 4

Subject: Committees

Description: Discussion of 2025 Committee Appointment Plan

Attachment: None

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

**A RESOLUTION TO SUBMIT A
PROPOSITION TO THE QUALIFYING
VOTERS OF ISLAND COUNTY AT THE
APRIL, 2025 SPECIAL ELECTION FOR
THEIR APPROVAL OR REJECTION OF A
TWO-TENTHS OF ONE PERCENT (0.2 %)
SALES AND USE TAX TO FUND COSTS
ASSOCIATED WITH ICOM 911'S
EMERGENCY COMMUNICATIONS
SYSTEMS AND FACILITIES, PURSUANT
TO RCW 82.14.420**

RESOLUTION NO. C- 08 -25

WHEREAS, residents of and visitors to Island County rely on ICOM 911, an agency created by interlocal agreement, to provide critical 9-1-1 emergency communications so that law enforcement, fire and emergency medical services respond quickly and effectively to all types of emergencies; and

WHEREAS, 9-1-1 emergency communication systems and facilities provide an essential service in Island County; and

WHEREAS, in order to assist local communities in meeting the needs of 9-1-1 emergency dispatch centers, the Washington Legislature amended RCW 82.14.420 (Ch.281, Laws of 2019) to authorize counties to submit a proposition to the voters to impose an emergency communication systems sales and use tax of two-tenths of one percent (0.2%), to be used solely to provide funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and the improvement of emergency communication systems and facilities; and

WHEREAS, the Board of Directors of ICOM 911 has reviewed its emergency communications systems and found that they are outdated and must be upgraded and replaced in order to provide safe and effective emergency responses for first responders, residents and visitors of Island County; and

WHEREAS, improvement of ICOM 911's emergency communication systems, including replacing the current system, is necessary to protect people and property in Island County; and

WHEREAS, the ICOM 911 Board of Directors adopted Resolution 24-05 on December 16, 2024, finding that ICOM 911 is in need of additional funding sources for necessary emergency communications systems upgrades and for the management and operation of the upgraded systems and facilities; and

WHEREAS, the ICOM 911 Board of Directors in that same Resolution called upon the Board of Island County Commissioners to submit to the voters a proposition that would authorize imposing a sales and use tax of two-tenths of one percent (0.2 %) to fund such systems and services; and

WHEREAS, the Board of County Commissioners supports presenting to the voters the question of whether to impose such a tax to help fund needed improvements to 9-1-1 emergency communications systems and services;

NOW THEREFORE, BE IT RESOLVED as follows:

Section 1. There shall be submitted to the voters of Island County, Washington at the Special Election to be held on April 22, 2025, a ballot proposition, which, if approved by a majority of voters, will fix and impose a sales and use tax in accordance with the terms of RCW 82.14.420 at the rate of two-tenths (0.2 %), in addition to any other taxes authorized by law, which tax shall be collected by persons who are taxable by the state under chapters 82.08 RCW and 82.12 RCW, upon the occurrence of any taxable event within Island County, and which tax shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of ICOM 911 emergency communication systems and facilities.

Section 2. The Island County Auditor is hereby directed to place the following proposition, in its substantial form, before the voters at the April 22, 2025 Special Election, and if approved, the Department of Revenue shall be notified of the implementation of the tax at least seventy-five days before January 1, 2026, pursuant to RCW 82.14.055:

FUNDING OF 9-1-1 EMERGENCY SYSTEMS, OPERATIONS, AND FACILITIES

The Board of Island County Commissioners adopted Resolution C-08-25, concerning a sales and use tax to fund 9-1-1 emergency communications improvements. If approved, this proposition, as authorized by RCW 82.14.420, would impose a two-tenths of one percent sales and use tax in addition to the current tax, to be used solely to fund the financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of 9-1-1 emergency communication systems and facilities.

Should this proposition be approved?

YES _____ No _____

ADOPTED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON**

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board

**BEFORE THE BOARD OF DIRECTORS OF THE ICOM 911
ISLAND COUNTY EMERGENCY SERVICES
COMMUNICATIONS CENTER
ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION ICOM # 24-05

**A RESOLUTION OF THE ICOM 911 BOARD OF DIRECTORS
AUTHORIZING THE SUBMISSION BY ISLAND COUNTY TO THE
QUALIFIED ELECTORS OF ISLAND COUNTY FOR A PROPOSITION
AUTHORIZATING AN INCREASE OF 2/10 OF ONE PERCENT IN THE
CURRENT SALES AND USE TAX TO SUPPORT EMERGENCY
COMMUNICATIONS FOR FIRE, POLICE, EMS AND 9-1-1.**

* * * * *

WHEREAS, ICOM 911 has identified critical systems which are now outdated and must be replaced in order to provide safe and effective emergency response for the emergency responders and public citizens of Island County; and

WHEREAS, improving emergency communication systems, including replacing the current system, is important to ongoing support for law enforcement, fire services and emergency medical services, and is an essential service in Island County; and

WHEREAS, in order to assist in responding to the needs of 911 emergency dispatch centers state-wide, the Washington Legislature amended RCW 82.14.420 (Ch. 281, Laws of 2019) to authorize counties to submit a proposition to the voters of Island County to impose an emergency communication systems sales and use tax of 2/10ths of one percent (0.2%), to be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and the improvement of emergency communication systems and facilities; and

WHEREAS, the Board of Directors recognizes that ICOM 911 is in need of additional funding sources for necessary emergency communication systems and the management of operation services and facilities; and

WHEREAS, the Board of Directors finds that it is in the best interest of the citizens of Island County and necessary for the public health, safety and welfare that two-tenths of one percent (0.2%) sales and use tax for emergency communications systems and the operation and maintenance thereof, be submitted to the voters of Island County at the April, 2025 Special Election in order to provide additional necessary funding for improvements and operations of the emergency communication system; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ICOM,
AS FOLLOWS:**

1. ICOM 911 is hereby authorized to submit to the Island County Board of Commissioners for is consideration and approval, the following proposition for inclusion in the April, 2025 Special Election, in the form of a ballot title substantially as follows:

**ISLAND COUNTY
Proposition No 1.**

Funding of 9-1-1 Emergency Communication Systems, Operations and Facilities

Shall the Island County Board of Commissioners be authorized to impose a two-tenths of one percent sales and use tax in addition to the current tax for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities?

YES _____

NO _____

Adopted this 16th day of December, 2024.

**ICOM 911
ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER**

Rick Felici
Rick Felici, Chairman
Island County Sheriff

Ronnie Wright
Ronnie Wright, Member
Mayor, City of Oak Harbor

Kim Williams
Kim Williams, Vice Chairperson
Commissioner, Camano Island Fire & Rescue

Tony Slowik
Tony Slowik, Member
Chief, Oak Harbor Police

Jill Johnson
Jill Johnson, Member
Chair, Island County Commissioner's Office

Savannah Erickson
Savannah Erickson, Member
Commissioner, South Whidbey Fire & Rescue

Chris Tumblin
Chris Tumblin, Member
Director, WhidbeyHealth EMS



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Juvenile

Agenda Item No.: 1

Subject: Interlocal cooperative agreement between Island County Juvenile Detention Center and Whatcom County Juvenile Detention Center.

Description: A temporary interlocal agreement for Whatcom County Juvenile Detention to house Island County youth at a rate of \$150.00 per youth per day.

Attachment: Interlocal Agreement with Whatcom County regarding Juvenile Detention

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: In process

P.A. Review: Not Applicable

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Island County
AND
Whatcom County

THIS AGREEMENT is made and entered into by and between Island County, a political subdivision of the State of Washington ("Island" or "Island County") and Whatcom County, a political subdivision of the State of Washington ("Whatcom" or "Whatcom County") , pursuant to the authority granted by Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, and RCW Title 13, Juvenile Courts And Juvenile Offenders.

1. PURPOSE:

The purpose of this collaborative agreement is to provide secure custody and confinement of juvenile offenders under the jurisdiction of Island County Juvenile Court through the use of Whatcom County Juvenile Detention, its facilities, personnel and programs. Access to detention will be provided for a daily fee as needed, based on available bed space and at the discretion of the Juvenile Court Administrator for Whatcom County or their designee and in accordance with this agreement. Island County and Whatcom County each have the statutory duty, power, and authority to maintain and operate Juvenile Detention Facilities and to confine juveniles therein, pursuant to RCW Title 13. Island County is seeking the short-term use of the Whatcom County detention facility for the confinement and custody of juvenile offenders under Island County jurisdiction, and in accordance with RCW Title 13, due to staffing shortages. Whatcom County currently has a juvenile detention facility and adequate staffing to accommodate the need.

2. DEFINITIONS:

For purposes of this agreement, the following definitions apply:

"Detention Facility" means the facility operated by Whatcom County at 311 Grand Ave. Bellingham WA, 98225 for the physical confinement of juvenile offenders alleged to have committed an offense or adjudicated offenders subject to a disposition or modification order.

"Juvenile Offender" means any youth age twelve or older who is alleged to have committed an offense or who has been found by the court to have committed an offense and is under the jurisdiction of juvenile court in accordance with Title 13 RCW.

3. RESPONSIBILITIES:

A. The Availability of Juvenile Detention Facilities: Whatcom agrees to furnish its facilities and personnel for the confinement of Island County juvenile offenders in the same manner and to the same extent as Island County furnishes said services for confinement of juveniles within its jurisdiction. Whatcom County Juvenile Detention

facilities shall be made available and furnished for holding of Island County juvenile offenders who are 1) held after arrest, 2) awaiting trial, or 3) serving imposed detention terms. Notwithstanding the foregoing, the decision to provide housing of Island County juvenile offenders shall be at the discretion and direction of the Whatcom County Administrator of Juvenile Court or a designee.

B. Health Care Clearance and Emergency Care: Whatcom County shall have the right to refuse acceptance of any Island County juvenile offender who, in the judgment of Whatcom County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Detention Facility, or is beyond the operational or physical limitations of the Detention Facility. Whatcom County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of Island County. Additionally, Whatcom County has no obligation to receive into custody or retain custody of an Island County juvenile offender when, in the opinion of Detention Facility staff or community medical or mental health staff the Island County juvenile offender is not medically or psychiatrically able to be housed in the Detention Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. Whatcom County will notify Island County in these instances so that Island County can arrange other transport and housing. At all times, the Whatcom County Administrator of Juvenile Court or a designee shall have final authority to determine whether an Island County juvenile offender is medically or psychiatrically fit for the Detention Facility. If a booked Island County juvenile offender requires immediate hospital or emergency treatment, Whatcom County will have the Island County juvenile offender transported to the local hospital and a Whatcom County Detention officer will remain with the Island County juvenile offender until such time as follows: the Island County juvenile offender receives treatment and is discharged from the emergency room, or the Island County juvenile offender is admitted to the hospital or other health care facility, or a temporary medical release has been obtained from an Island County Judicial Officer. The costs of these non - routine services will be included as part of the medical billing to the Island County.

C. Transportation: Island County Juvenile Court Services shall be responsible for all transportation of its juvenile offenders to and from Whatcom County Juvenile Detention. Transportation responsibility shall include, but not be limited to 1) initial intake; 2) any and all appointments; 3) court hearings; and 4) to an appropriate community location upon final release.

D. Copy of Arrest Warrant, Citation or Court Order: All Island County personnel, including law enforcement officers, corrections or detention officers, and probation staff, placing juvenile offenders in Whatcom County Juvenile Detention shall, in every instance and for each offender, furnish to the detention shift supervisor on duty at time of intake (1) an arrest warrant or affidavit of probable cause, and/or (2) a copy of the citation or court order.

E. Transfer of Custody: Island County personnel placing juveniles in custody of Whatcom County Juvenile Detention shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until 1) the detention shift supervisor on duty receives the completed authorization for confinement form from the Island County officer and 2) audibly states

that the juvenile is secured and at such time and only then, will Whatcom County come into custody of said juvenile; provided that, the provisions for emergency situations shall be established by uniform Whatcom County administrative regulations.

When custody of an Island County juvenile offender is transferred to Whatcom County, the Island County juvenile offender shall be subject to all applicable rules, regulations and standards governing operation of the Whatcom County Juvenile Detention facility, including any emergency security rules imposed by the Administrator or designee. Any Island County personnel delivering a juvenile offender to Whatcom County Juvenile Detention shall comply with all rules and regulations of Whatcom County.

When an Island County juvenile offender is released to Island County personnel pursuant to this agreement, or is released to Island County personnel for any other reason, custody of said juvenile shall revert to Island County until such time as said juvenile offender is returned to Whatcom County Juvenile Detention and the detention shift supervisor audibly states that the juvenile offender is again in Whatcom County custody.

F. Record Keeping: Whatcom County agrees to maintain a system of record keeping relative to the intake and confinement of each Island County juvenile offender in such style and manner as equivalent to Whatcom County's records pertaining to its own juvenile offenders. Whatcom County shall make available, upon request, to Island County or its authorized representatives, copies of said records. Upon disposition of the case, Island County agrees to timely report the disposition of such cases to Whatcom County Juvenile Detention in order to facilitate the maintenance of up-to-date criminal disposition records.

G. Posting of Bail: Whatcom County agrees to act as agent for Island County in the receipt of bail posted pertaining to Island County juvenile offenders. During normal working hours, Whatcom County agrees to diligently and timely deliver or turnover said bail bonds or monies to Island County, provided that, bail bonds or monies received by Whatcom County during other than normal working hours shall be delivered to Island County during the business hours immediately subsequent thereto.

. Access to Juveniles: All authorized Island County personnel, including law enforcement, probation staff and assigned counsel, shall have the right to interview Island County juvenile offenders at any time inside the confines of Whatcom County Juvenile Detention, subject only to necessary security rules. Interview rooms will be made available to Island County personnel in equal priority with those of any other law enforcement department.

I. Release of Island County Juvenile Offenders from Whatcom County Juvenile Detention: No Island County juvenile offender confined in Whatcom County Juvenile Detention shall be released therefrom, except when authorized by Island County Juvenile Court or at the direction of the Juvenile Court Administrator for Whatcom County.

J. Detention Rules and Regulations: At the time that the custody of an Island County juvenile offender is transferred to Whatcom County, the Island County juvenile

offender shall be subject to all applicable rules, regulations and standards governing operation of Whatcom County Juvenile Detention.

K. Educational Services: Educational services will follow the guidelines outlined in the MOU between the Coupeville School District and the local Educational Services District (ESD).

4. **TERM OF AGREEMENT**: The term of this agreement shall be from January 17, 2025 through September 30, 2025. The term of this agreement may be extended upon written mutual agreement of the parties.

5. **MANNER OF FINANCING**:

A. Juvenile Detention Daily Fee: From the date of this agreement, Island County agrees to pay Whatcom County, a daily fee for the housing of juvenile offenders while in Whatcom County Juvenile Detention at a rate of \$150.00 per day per juvenile offender. For purposes of calculating the daily fee, the day shall begin at time of admission and be calculated on 24-hour intervals per day until final discharge. There will be no calculations for pro-rating of partial days.

B. Medical Bills: During the time and while an Island County juvenile offender is in the custody of Whatcom County Juvenile Detention, Island County shall be responsible for all medical, dental or psychiatric bills incurred by or on behalf of said juvenile offender. In the event a juvenile offender's medical, dental or mental condition necessitates that medical, dental or psychiatric care be provided outside of the Whatcom County Detention facility, that care shall not be construed as care incidental to incarceration and costs and charges associated with said outside medical, dental or psychiatric care shall be borne by Island County. Should outside medical, dental or psychiatric care be required by an Island County juvenile offender while in the custody of Whatcom County Juvenile Detention, Island County agrees to assume all additional costs associated with transporting and guarding said juvenile offender outside of the facility. Island County authorizes Whatcom County Juvenile Detention to solicit such medical, dental or mental health care for the juvenile offender in the event of an emergency. If such services are necessary before entry to detention can occur, Island County agrees to transport said juvenile offender for the receipt of that care.

C. Method and Time of Payment: Payments by Island County for services rendered under the terms of this agreement shall be made payable to Whatcom County within thirty (30) days from receipt of an itemized invoice:

Whatcom County Juvenile Court
Attention: Stephanie Kraft, Administrator
311 Grand Avenue, Suite 501
Bellingham, WA 98225

6. **ADMINISTRATION**: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this agreement, and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Whatcom County's representative:

Stephanie Kraft
Administrator for Whatcom County Superior and Juvenile Court
311 Grand Avenue, Suite 501
Bellingham, WA 98225
E-mail: skraft@co.whatcom.wa.us
Phone: 360.778.5496

Island County's representative:

Megan Frazier
Administrator for Island County Superior and Juvenile Court
501 N. Main Street
Coupeville, WA 98239
E-mail: m.frazier@islandcountywa.gov
Phone: 360.678.7929

7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
8. DEFENSE AND INDEMNIFICATION: .

To the fullest extent permitted by law, Island County agrees to indemnify, defend and hold Whatcom County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Island County, its employees, agents or volunteers or Island County's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Agreement or 3) are based upon the Island County's or its subcontractors' use of, presence upon, or proximity to the property of Whatcom County. This indemnification obligation of Island County shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of Whatcom County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of concurrent negligence of Island County, its subcontractors, employees or agents, and Whatcom County, its employees or agents, this indemnification obligation of Island County shall be valid and enforceable only to the extent of the negligence of Island County, its subcontractors, employees, and agents. This indemnification obligation of Island County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Island County hereby expressly waives any immunity afforded by such acts. It is further provided that no liability shall attach to Whatcom County by reason of entering into this Agreement, except as expressly provided herein. The parties specifically agree that this Agreement is for the benefit of the parties only and this Agreement shall create no rights in any third party. Whatcom County reserves the

right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Island County's indemnity obligations under this Agreement. In the event Island County enters into subcontracts to the extent allowed under this Agreement, Island County's subcontractors shall indemnify Whatcom County on a basis equal to or exceeding Island County's indemnity obligations to Whatcom County. Island County shall pay all attorney's fees and expenses incurred by Whatcom County in establishing and enforcing Whatcom County's rights under this indemnification provision, whether or not suit was instituted.

Island County agrees all Island County's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of Island County are a material inducement to Whatcom County to enter into this Agreement and are reflected in Island County's consideration. By signing this Agreement, Island County acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless Whatcom County from all claims and suits including those brought against Whatcom County by Island County's own employees, arising from this Agreement.

9. **TERMINATION:** Any party hereto may terminate this agreement upon thirty (30) day notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
10. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
11. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court.
12. **COMPLIANCE WITH LAWS:** The Parties agree that during the performance of this Agreement they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved. If new law or legally binding precedent is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the Agreement shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.
13. **FORCE MAJEURE:** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/ or restored.

14. SEVERABILITY: In the event any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.
15. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

WHATCOM COUNTY:

ISLAND COUNTY:

Recommended for Approval:

Stephanie Kraft
Administrator for Superior and Juvenile Court
Whatcom County

Approved as to form:

George Roche
Senior Deputy Prosecuting Attorney
Whatcom County

Approved:

Satpal Sing Sidhu
Whatcom County Executive

Carolyn Cliff
Superior Court Presiding Judge
Island County

Melanie Bacon
Chair of the Board of County Commissioners
Island County



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Solid Waste

Agenda Item No.: 1

Subject: Declaration of Surplus

Description: Vehicle 750, a 1990 GMC 7000 Truck with Aerial Lift, has exceeded its life cycle. As per ICC 2.31.080 and 2.31.100, the Board of Island County Commissioners may declare the vehicle as surplus and direct its disposal.

Attachment: Memorandum, Resolution of Surplus

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Solid Waste

Agenda Item No.: 2

Subject: Declaration of Surplus

Description: Vehicle 780, a 2000 Ford Focus Wagon, has exceeded its life cycle. As per ICC 2.31.080 and 2.31.100, the Board of Island County Commissioners may declare the vehicle as surplus and direct its disposal.

Attachment: Memorandum, Resolution of Surplus

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Public Works

Fred Snoderly, Director

James Sylvester, Assistant Director

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov

MEMORANDUM

February 12, 2025

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Declaration of Surplus**

Vehicle 750, a 1990 GMC 7000 Truck with Aerial Lift, has exceeded its life cycle. As per ICC 2.31.080 and 2.31.100, the Board of Island County Commissioners may declare the vehicle as surplus and direct its disposal. It is recommended that the vehicle be declared as surplus as per the attached Resolution of Surplus.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF THE SURPLUS OF COUNTY)	RESOLUTION NO. C-	-25
PROPERTY: VEHICLE 750	SW-	-25
}		

WHEREAS, Island County Public Works has certain personal property, a 1990 Ford Focus Wagon, Vehicle Number 750, that has exceeded its life cycle; and

WHEREAS, pursuant to Island County Code 2.31.080 and 2.31.100, the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of.

NOW THEREFORE, BE IT HEREBY ORDAINED that the items noted herein shall be sold or disposed of in accordance with Island County Code 2.31.080 and 2.31.100.

ADOPTED this ____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Melanie Bacon, Chair

Jill Johnson, Member

Janet St. Clair, Member

ATTEST:

Jennifer Roll, Clerk of the Board



Island County Public Works

Fred Snoderly, Director

James Sylvester, Assistant Director

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: F.Snoderly@islandcountywa.gov | J.Sylvester@islandcountywa.gov

MEMORANDUM

February 12, 2025

TO: Board of Island County Commissioners

FROM: James Sylvester, Assistant Public Works Director

RE: **Declaration of Surplus**

Vehicle 780, a 2000 Ford Focus Wagon, has exceeded its life cycle. As per ICC 2.31.080 and 2.31.100, the Board of Island County Commissioners may declare the vehicle as surplus and direct its disposal. It is recommended that the vehicle be declared as surplus as per the attached Resolution of Surplus.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF THE SURPLUS OF COUNTY)	RESOLUTION NO. C-	-25
PROPERTY: VEHICLE 780)	SW-	-25
<hr style="width:55%; margin-left:0"/>		

WHEREAS, Island County Public Works has certain personal property, a 2000 Ford Focus Wagon, Vehicle Number 780, that has exceeded its life cycle; and

WHEREAS, pursuant to Island County Code 2.31.080 and 2.31.100, the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of.

NOW THEREFORE, BE IT HEREBY ORDAINED that the items noted herein shall be sold or disposed of in accordance with Island County Code 2.31.080 and 2.31.100.

ADOPTED this ____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Melanie Bacon, Chair

Jill Johnson, Member

Janet St. Clair, Member

ATTEST:

Jennifer Roll, Clerk of the Board



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: Proposed changes to Freeland zoning code

Description: Long Range Planning will present proposed changes to the Freeland zoning code to support workforce housing for the Board's input.

Attachment: Freeland zoning amendments draft, and Freeland Use Table draft

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Long Range Planning

Agenda Item No.: 2

Subject: Freeland sewer discussion

Description: Long Range Planning will discuss past efforts to plan for and build a sewer in Freeland with the Board and consider options for a sewer to support growth in Freeland for the 2025 Comprehensive Plan update.

Attachment: Freeland Sewer Memo, Letter and Resolution from Freeland Water and Sewer District (2019)

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ MEMORANDUM ~

TO: Board of County Commissioners
FROM: Long Range Planning
DATE: February 3, 2024
SUBJECT: Updates to the Freeland zoning code

Proposal

Long Range Planning proposes updates to the Freeland zoning code for the purposes of increasing housing availability in alignment with the Freeland Sub Area Plan. Workforce housing is in short supply in Island County, and the proposed updates are meant to help address the shortfall.

Staff seeks Board input on proposed updates to Chapter 17.06 ICC.

Attachments:

- Proposed updates to Chapter 17.06 ICC

17.06.210 Residential uses.

See sections 17.06.500—17.06.580 for site design and sections 17.06.600—17.06.670 for building design standards.

TABLE 17.06.210 RESIDENTIAL AND RESIDENTIAL ACCESSORY USES								
<div><div>I</div> = Type I permitted use</div> <div><div>II</div> = Type II conditional use</div> <div><div>III</div> = Type III conditional use</div>		Low Density Resident	Medium Density Resident	Business Village	Business General	Non- Resident ial	Light Industria _	
USE TYPE		LD	MD	BV	BG	NM	LI	RELATED CODE(S)
Single-Family	Single Family, detached (1 unit)	I	III (3)					For Mobile Homes, see ICC 17.06.320.B
	Duplex (2 units)	II (6,7)	I (3)	I (2)				
	Single Family, attached (3—4 units)	III (6,7)	I (3,8)	I (2)		II		Townhomes: ICC 17.06.320.E
	Manufactured home park	II	II					ICC 17.06.320.C
Multi-Family	Cottage housing	II (6,7,8)	I (3)	I (2)				ICC 17.06.320.D
	Multi-Family (5+ units)	II (7)	III (3,8)	II (2,3,5)	II (2,3,5)	II (2,3,5)		Includes courtyard, villa, and/or bungalow apartments
	Mixed-Use Residential, small (1—4 units)		II (3,5,7,8)	II (3,8)	II (3)	II (3)		Includes live/work units
	Mixed-Use Residential (5+ units)			II (3,8)	II (3)	II (3)		
Group Quarters	Residential Care Home	II (1,3,9)	II (1,3,9)					Up to 6 clients: ICC 17.06.350.C
	Group Home/Adult Family Home	II (8,9)	II (8,9)	II (1,3,8,9)				ICC 17.06.350.C

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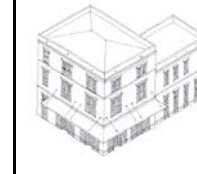
(Supp. No. 24, Update 1)

	Assisted Living/ Nursing Home	II (3,7,9)	II (9)	II (1,3,8,9)				
Accessory Uses and Structures	Attached ADU	I (1)	I (1)	I (1)				ICC 17.06.320.A
	Detached ADU	I (1)	I (1)	I (1,5)				ICC 17.06.320.A
	Home Occupation	I or II (1)	I or II (1)	I or II (1)	II (1)	II (1)		ICC 17.06.310.A
	Home Industry	II (1,8)	II (1,8)	II (1)	II (1)	II (1)		ICC 17.06.310.B
	Accessory structures	I (1)	I (1)	I (1)	I (1)	I (1)	I (1)	Garage, shed, shop, etc.
NOTES: (1) May be allowed as an accessory use only, subject to ICC 17.06.300—17.06.350. (2) Not allowed on Main Street or Harbor Avenue frontages. (3) Not allowed within 500 feet of Industrial (LI) district, unless developed in conjunction with an employer for workforce housing . (4) Not allowed within 300 feet of a residential district (LD or MD) or existing residential use. (5) May be allowed as a component of a mixed-use development if fully integrated and the commercial component is developed at the same time as, or before, the residential; prohibited as a stand-alone use, unless developed in conjunction with an employer for workforce housing . Mixed-use may be attached units or with residential in a separate building. In no case shall residential component have more square footage than the non-residential uses. (6) May be allowed as a component of a cluster development, under the PRD provisions in chapter 16.17 ICC. (7) May be allowed as a transitional use under the provisions of ICC 17.06.205. (8) Type II approval if SEPA required (per Chapter 43.21C RCW and 197-11 WAC), Type I approval if SEPA Exempt. (9) Number of bedrooms shall be limited by the septic/sewer capacity.								

(Ord. No. C-49-19 [PLG-004-19], Exh. C, 6-18-2019; Ord. No. C-18-22 [PLG-002-21], Exh. A, 5-3-2022)

17.06.120 Development standards by zoning district.

The development standards for Freeland NMUGA zoning districts are as shown in Table 17.06.120. All Parks zoning district development standards from chapter 17.03 shall apply to properties zoned Parks within the NMUGA.

TABLE 17.06.120 - DEVELOPMENT STANDARDS BY ZONING DISTRICT						
ZONING DISTRICTS	RESIDENTIAL DISTRICTS		VILLAGE CORE DISTRICTS			
	LD LOW DENSITY	MD MEDIUM DENSITY	BV BUSINESS VILLAGE	BG BUSINESS GENERAL	NM NON-RESIDENTIAL MIXED USE	LI LIGHT INDUSTRIAL
						
RESIDENTIAL DENSITY						
Minimum Density ⁽¹⁾	2 du/a	6 du/a	n/a	n/a	n/a	0
Maximum Potential Density ⁽²⁾	4 du/a	12 du/a	None ⁽³⁾	None ⁽³⁾	None⁽³⁾ 12 du/a ⁽¹⁴⁾	0
LOT SIZING ⁽⁴⁾						
Lot Area (min)	10,000 sq. ft.	5,000 sq. ft. for single family detached; per density standards for all others	None	None	None	None
Lot Area (max) ⁽⁵⁾	per density standards	per density standards	None	None	None	None
Lot Width (min)	60 ft.	Single family: 40 ft. front loaded, 30 ft. alley loaded	30 ft.	60 ft.	60 ft.	60 ft.

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(Supp. No. 24, Update 1)

		Multi-family and/or Mixed-Use: 80 ft.				
BUILDING PLACEMENT AND MASSING						
Lot Coverage						
Max. Impervious Surface	n/a	n/a	100% ⁽⁷⁾	70%	70%	70%
Max Lot Coverage, All Buildings ⁽⁶⁾	50%	50%	100% ⁽⁷⁾	50%	50%	50%
Setbacks^(8,9)						
Build-To Line	n/a	n/a	0 ft. ⁽¹²⁾	n/a	n/a	n/a
Build-To Percentage	n/a	n/a	Min 50% @ build- to line ⁽¹³⁾	n/a	n/a	n/a
Front Yard (min) ^(8,10)	20 ft.	15 ft.	n/a	10 ft.	20 ft.	20 ft.
Front Yard (max)	n/a	25 ft.	15 ft. ⁽¹¹⁾	n/a	n/a	n/a
Side Yard (min)	5 ft.	5 ft.	0 ft./5 ft./15 ft. ⁽¹⁴⁾	5 ft./20 ft. ⁽¹⁵⁾	10 ft./20 ft. ⁽¹⁵⁾	5 ft./30 ft. ⁽¹⁶⁾
Rear Yard (min)	10 ft.	10 ft.	0 ft./5 ft./15 ft. ⁽¹⁴⁾	10 ft./20 ft. ⁽¹⁵⁾	10 ft./20 ft. ⁽¹⁵⁾	10 ft./30 ft. ⁽¹⁶⁾
Garage (from ROW/from alley) ⁽¹⁷⁾	25 ft./20 ft.	25 ft./20 ft.	25 ft./20 ft.	25 ft./20 ft.	25 ft./20 ft.	
Building Height (max)						
Outside of a View Corridor Area ⁽¹⁸⁾	25 ft./35 ft.	35 ft.	40 ft./45 ft. ^(19,20)	35 ft.	35 ft.	35 ft.

Along a View Corridor Frontage ⁽⁸⁾	20 ft./30 ft.	25 ft./35 ft.	n/a	25 ft./35 ft.	25 ft./35 ft.	25 ft./35 ft.
Ground Floor Ceiling Height (min)	n/a	n/a	14 ft. ⁽²¹⁾	n/a	14 ft. ⁽²¹⁾	n/a

NOTES:

- (1) Future Development Plan required to show how development under septic will not impede future urban densities.
- (2) The maximum density is limited to County Health Department standards for septic until sewer is available, per section 17.06.110.B. See section 17.06.110.C for potential future Density Shift options.
- (3) Maximum density for residential uses shall be determined by height limits, parking requirements, setbacks, septic capacity, and other development standards and permit approval criteria. Residential uses shall comply with the standards of section 17.06.320.
- (4) Cottage housing developments are exempt from lot sizing standard provided the developments comply with the provisions of section 17.06.320.D and meet the zoning district density standards.
- (5) Individual townhouses placed on fee-simple lots are exempt from the minimum lot area and width standards, provided the development complies with the district density standards and the provisions of section 17.06.320.E.
- (6) For townhouse developments, site coverage is calculated for the whole development, not individual lots.
- (7) Site coverage will be less than 100%, due to limitations of landscaping requirements and other provisions that will decrease the total potential site coverage.
- (8) Additional setback and step-back requirements apply to properties adjacent to the Holmes Harbor View Corridor overlay and the State Highway 525 overlay, per section 17.06.140.
- (9) See section 17.06.150 for general setback encroachment and building height exceptions.
- (10) See section 17.06.670 for porch/covered entry encroachment allowance.
- (11) Front yard setback applies to the portion of the façade that does not need to be at the Build-to line. Greater setbacks of up to twenty-five (25) feet may be approved by the Planning Director where the area between the sidewalk and the building meets the pedestrian-oriented open space standards in 17.06.510.D.
- (12) Build-to line and percentage applies to Main St. and Harbor Ave. frontages only.
- (13) Building façade sections at the build-to line shall be a minimum of 20 linear feet. For building façade sections greater than 50 linear feet, the Planning Director may approve one or more courtyard inset(s) where the inset depth is no greater than 10 ft. and the total inset length is no greater than 20% of the total building façade length.
- [\(14\) When developed in conjunction with an employer for workforce housing.](#)

(14) Side and rear yard setbacks are zero for windowless firewalls and 5 feet for walls with windows excepting that the setback shall be 15 feet where adjacent to Low Density and Medium Density districts.
(15) Side and rear yard setbacks shall be 20 feet where adjacent to Low Density and Medium Density districts.
(16) Side and rear yard setbacks shall be 30 feet where adjacent to Low Density and Medium Density districts.
(17) See section 17.06.550.I for garage placement and design standards.
(18) Increased height, if shown, is allowed only for structure or portions of a structure that is ≥ 40 ft. from all property lines. Increase height allowance does not apply to accessory structures.
(19) Building heights typically 40 feet; 45 feet is allowed for properties fronting along Main St. and Harbor Ave.
(20) The maximum building height may be increased by an additional 10 feet per section 17.06.150.C.1.
(21) Ground floor spaces shall have a minimum clear ceiling height of fourteen (14) feet, excepting single-family residential dwelling units and guest cottages.



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

Physical Address: 1 NE 6th St, Coupeville, WA 98239 Mailing Address: 1 NE 7th St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

MEMORANDUM

2/12/2025

TO: Board of County Commissioners

FROM: Long Range Planning

RE: 2025 Comprehensive Plan – Freeland Sewer Learnings

Background:

The Freeland Non-Municipal Urban Growth Area (NMUGA) is the County's only Urban Growth Area (UGA). Consistent with the Growth Management Act, UGAs are intended to accommodate growth allocations during periodic updates of comprehensive plans. For the County's 2025 Comprehensive Plan update, Freeland must support housing growth to meet the County's share of housing allocations. A sewer is integral for supporting growth and achieving the densities currently allowed in our zoning code for the Freeland NMUGA. Freeland is currently served by the Freeland Water and Sewer District (FWSD) who led a years' long previous effort to study and plan for a sewer to serve Freeland.

Long Range Planning staff reviewed the previous planning and engineering reports produced by consultants of FWSD, and spoke with staff from the Department of Ecology, State Department of Health, and Department of Commerce to understand the history of the previous sewer plans in Freeland. From this research, we learned that FWSD previously planned to build a treatment plant near Bush Point Road and treat the wastewater effluent to reclaimed water standards using membrane bioreactors. This allowed for surface application of the effluent, and the plan was to pump the effluent to FWSD owned parcels adjacent to Trillium Forest to be land applied using surface percolation basins. However, further study of the 80-acre discharge site discovered drainage problems not identified during initial study, making surface application at the site not feasible.

FWSD purchased a new property along SR 525 and studied injection wells as an alternative disposal method. However, it was determined that injection wells had never been attempted in soil conditions similar to Freeland and well failure was a high risk. Replacing the wells would have significantly raised the costs of the project. While grant money was available to support building the wastewater treatment plant, the high level of treatment required, and the operations and maintenance costs drove monthly rates to unaffordable prices. Our understanding is this led FWSD to abandon their plans for a sewer in 2019.

Considerations for pursuing new sewer options in Freeland:

- The FWSD abandoned their plans to build a sewer in 2019 and passed a resolution formally suspending their work (see attached letter and resolution from FWSD).
- A lot of money and time has already been spent, and could continue to be spent, searching for an outfall/discharge option for Freeland. Based on our research, over \$1.8 million in funds from State Department of Ecology was spent during the previous effort; there could have been other state, local and federal funds spent as well that we aren't privy to. The opportunity costs of potential options should be thoughtfully considered.
- The aquifer in Freeland currently has high nitrogen levels which requires additional treatment for septic systems, adding cost. There could be water quality benefits to moving multiple smaller septic systems to a larger more sophisticated treatment system. Ecology funding is available for transitioning individual septic systems to a community system to improve water quality.
- While a new effluent injection system could be considered (similar to what was previously proposed by FWSD), recent studies warning of exposure from PFAS in wastewater effluent is likely to create new permitting barriers. Additionally, any injection wells will likely have similar failure risks to what FWSD found. Therefore, we advise that injection disposal is likely not worth pursuing further.
- Discharging into Holmes Harbor was studied during the previous sewer planning effort and determined not to be feasible. The lack of flow in Holmes Harbor contributes to high Total Maximum Daily Load (TMDL) levels in the water. The State Department of Ecology will not allow a wastewater outfall in a water body that already does not meet water quality standards.
- All existing sewer systems with discharge permits into Puget Sound are required to complete an AKART (known, available, and reasonable methods of prevention, control, and treatment) study on nutrient removal by the end of 2025. When the data from these studies is available later this year, it could provide further insights into outfall and treatment options for Freeland that meet the new State standards.

Potential options that could be explored, depending on the will of the Board:

1. Pursue a partnership: There is an existing water reclamation facility north of the current NMUGA boundary in Freeland. Holmes Harbor Sewer District (HHSD) has an approved discharge permit, getting a new permit would be very challenging so a partnership could be advantageous. HHSD is currently restricted in capacity due to their ability to store effluent in the winter months when they can't water the golf course. If a partnership is possible, additional infrastructure investments would be needed (e.g. pump stations, force mains, and potentially additional lagoons and solids handling). This option was studied during the previous sewer planning effort by FWSD and was rated high due to its low risk, high percolation rates, and having a single landowner/operator.
2. Pursue a new marine water outfall: Discharging into Puget Sound via Mutiny Bay or Bush Point wasn't previously studied due to concerns about public acceptance. A new discharge outfall into the sound would require a National Pollutant Discharge Elimination System

(NPDES) permit as well as an Ecology General Nutrient Permit, both of which have stringent treatment requirements that would be difficult and costly to meet. The learnings from the AKART studies coming out later this year would help to inform the level of treatment that would be required for a marine outfall.

3. Pursue multiple large onsite sewage systems (LOSS): LOSS systems require a lot of land and have limitations for how much density can be served. BioHabitats, a consultant hired by Island County Department of Health, is currently studying alternative septic/sewage solutions and their findings could help us better understand the land and treatment requirements for LOSS systems that could support Freeland. Likely multiple State Department of Health LOSS systems would be required because of the effluent volume requirements (for reference, approximately nine dwelling units is the maximum size large onsite septic system that can be approved by the county Health Department; large onsite sewage systems are approved by the State Department of Health).
4. Pursue multiple discharge options: The Trillium site couldn't handle the volume of effluent proposed in the previous FWSD plan without creating downstream drainage issues. Potentially, multiple land discharge options could be pursued. However, multiple discharge locations would raise costs by adding land, engineering, and permitting complexity.
5. Pursue a wetland discharge: Freeland is surrounded by wetlands, and there are recent examples of other jurisdictions that are discharging treated wastewater effluent to wetlands. This discharge option would require high levels of treatment and would require NPDES and Ecology General Nutrient permits because discharging to wetlands is considered the same as discharging to marine water.

Freeland **W**ater & **S**ewer **D**istrict
Location: 5585 Lotto Avenue – Freeland, WA 98249
Mailing: P.O. Box 222 – Freeland, WA 98249
Telephone: 360-331-5566 **Fax:** 360-579-2058
Email: info@freelandwsd.com

July 11, 2019

Board of Island County Commissioners
PO Box 5000
Coupeville, WA 98239-5000

Commissioners:

After more than a dozen years of investigation, the Freeland Water and Sewer District Board of Commissioners unanimously passed a resolution (attached) ending its effort to develop a sewer system in the Freeland Non-municipal Urban Growth Area. As detailed in the summary sent to the Board of Island County Commissioners in May 2018 (also attached), we found the capital and operating costs too high for the community to bear. In addition, we were challenged to find a satisfactory, economic solution to dispose of the treated water.

We genuinely appreciate the support of the Board, especially Commissioner Price-Johnson, and the Health Department, notably Keith Higman and Doug Kelly, as we proceeded with our design efforts. Our Board recognizes the benefits of a sewer system in Freeland, both for planned growth and for groundwater protection, and would support County efforts to develop an economically feasible solution.

Please let the minutes of your next Board meeting acknowledge receipt of this letter.

Respectfully,
Board of Commissioners, Freeland Water and Sewer District



Eric Hansen
President



Lewis Randall
Vice President



Chad Gladhart
Secretary

Attachment: Resolution 2019-05-001
May 2018 Summary of Sewer Design Efforts

cc: Keith Higman, Island County Health Department
Hiller West, Island County Planning Department
Kenneth Ziebart, Washington Department of Ecology
Island County Council of Governments
Island County Planning Commission
Terri Campbell, District Administrator, Whidbey Water Services
Roger Kuykendall, Gray & Osborne
Laura Guido, South Whidbey Record

**FREELAND WATER AND SEWER DISTRICT
RESOLUTION 2019-05-001**

A RESOLUTION of the Board of Freeland Water and Sewer District (the District), Island County, Washington suspending the design, construction, and operation of a Wastewater Treatment Facility defined in **Amendment No. 2 to the 2005 Comprehensive Sewer Plan and Engineering Report/Facility Plan** dated April 2016.

WHEREAS the Commissioners of the Freeland Water and Sewer District adopted, on June 13, 2016, **Amendment No. 2 to the 2005 Comprehensive Sewer Plan and Engineering Report/Facility Plan (the Amendment)** dated April 2016, amending the Freeland Comprehensive Sewer Plan and Engineering Report/Facility Plan dated February 2005 in accordance with RCW 57.16. and RCW 57.08.065.

WHEREAS the District has advanced the design of a Wastewater Treatment Facility to 90% completion.


WHEREAS the District has performed a financial feasibility Rate Study and determined that the Wastewater Treatment Facility is not financially feasible.

WHEREAS the District Wastewater Treatment Facility Plan is not financially feasible as affected by passage of HB 1683 (addressing sewer service within urban growth areas), qualifying the obligation of counties, cities, or utilities to install sanitary sewer systems to properties within urban growth areas by the end of the twenty-year planning period when those properties meet certain conditions of HB1683. The District may allow property owners in the Freeland NMUGA to continue to use existing on-site sewage systems (also known as septic systems) and defer connection to a Wastewater Treatment Facility.


WHEREAS the economic and long-term viability risks, to property owners and the District, associated with disposal of treated wastewater by means of vadose zone well infiltration cannot reliably be determined.

NOW THEREFORE the District hereby suspends until resolution of the above constraints, the design, construction, and operation of a Wastewater Treatment Facility defined in Amendment No. 2 to the 2005 Comprehensive Sewer Plan and Engineering Report/Facility Plan dated April 2016.

ADOPTED BY THE Board of Commissioners of Freeland Water and Sewer District, Island County, Washington at its regular meeting on the 5th day of May 2019.


Eric Hansen, President


Chad Gladhart, Secretary


Lewis Randall, Vice President



ISLAND COUNTY HUMAN SERVICES

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Lynda Austin, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Housing Assistance

Agenda Item No.: 1

Subject: Island Roots Housing request for Affordable Housing Funds

Description: Generations Place is new construction that will consist of three two-story buildings with 14 apartments in Langley. One building will be a six-plex, and two will be duplexes. The project will serve 5 households with incomes up to 60% AMI and 9 households up to 80% AMI. Island Roots Housing is requesting \$200,000 from the 1406 revenues in the affordable housing fund which comes from a state sales tax reimbursement to the county. The revenue source benefits households with incomes at or below 60% AMI. The request from Island Roots Housing was reviewed by a subcommittee of the Housing Advisory Board who recommends that the Board of County Commissioners award funding to the Generations Place project.

Attachment: Project Overview, Draft Award letter

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>Proceed with conditional approval letter from Dept. Director, bring contract to BOCC for approval.</u> |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

(Continued on next page)

Agenda Item No.: 2

Subject: Affordable Housing Funds Application Process

Description: The application for Affordable Housing funding is posted to the IC website: <https://www.cognitoforms.com/IslandCounty1/AffordableHousingFundsApplication> and applications are received on a rolling basis. Applications and recommendations for funding are presented to County Commissioners for approval, which may include contract term and amount negotiations. Applicants must propose projects that only serve individuals or families whose income is at or below sixty percent Area Median Income. Current process is for staff and Housing Advisory Board members to review and score applications prior to making recommendations to County Commissioners for funding.

Attachment: Scoring template for Affordable Housing Projects

Request: *(Check boxes that apply)*

- | | |
|--|---|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>This is a new process and staff welcomes BOCC feedback.</u> |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Generations Place Project Overview & Request for Funds

Project Description

Generations Place is new construction that will consist of three two-story buildings with 14 apartments in Langley, Whidbey Island, Washington. One building will be a six-plex (3 flats up, 3 down) and two will be duplexes (2 flats up, 2 down). The project will be 100% affordable, serving 5 households with incomes up to 60% AMI and 9 households up to 80% AMI. These will be financially and environmentally sustainable, energy conscious homes, with shared open spaces, and a thriving, inclusive community.

The project budget and projected funding is detailed in the following table.

Sources	As of 1/17/25	Status
Island County ARPA	1,097,293	Confirmed
State Legislative Appropriation	1,600,000	Confirmed
State Commerce CHIP (min. award confirmed)	140,000	May be increased
HOME Regular (federal)	1,039,300	Award confirmed
HOME - CHDO (federal)	282,262	Award confirmed
<i>Island County 1406</i>	<i>200,000</i>	<i>Pending</i>
Private (Bank loan)	1,650,000	LOI
Private (donations, grants)	2,194,412	Confirmed
Total Project Sources	8,203,267	

Uses	As of 1/17/25	Status	County (ARPA, 1406)	State (CHIP, HTF)	Federal (HOME)	Private (all sources)
Property acquisition	600,350	Complete	300,350			300,000
Soft costs	1,441,746	In process	723,209			718,537
Construction hard costs	5,692,622	Pre-BABAA estimate	200,000	1,575,592	1,286,562	2,630,468
Construction financing	110,145	Subject to interest				110,145
Permanent financing	95,145	Subject to interest		48,000	35,000	12,145
Reserves	25,000	Confirmed				25,000
Other (taxes, insurance,	238,259	In process	73,734	116,408		48,117
Total Uses	8,203,267		1,297,293	1,740,000	1,321,562	3,844,412
			16%	21%	16%	47%

The Housing Advisory Board reviewers were:

George Hernandez, Emily Wildeman, Joshua Engelbrecht, Jim Deane, and Faith Wilder.

The Housing Advisory Board recommends funding of the request for 1406 Funds to help complete the financing requirements for Generations Place.

Recommended Funding Award: \$200,000.00



Island County

1 NE 7th Street, Coupeville, WA 98239

February 12, 2025

Rose Hughes
Island Roots Housing
PO Box 114
Langley, WA 98260

RE: Island County-Affordable Housing Development

Dear Ms. Hughes,

We are pleased to inform you that the Island County Board of County Commissioners has made a conditional approval for an award of \$200,000 in HB1406 funds to Island Roots Housing to develop affordable housing at Generations Place, parcel number S7345-00-02020-0 and S7345-00-02019-0 located at 2nd Street and Debruyne Avenue, Langley, WA 98260. A contract from Island County will be forthcoming for these funds.

Generations Place will consist of 14 units of affordable housing. This award will be put toward the construction of the 5 units serving households at 60% of the Area Median Income and below as per the guidelines of HB1406 funds and will follow the guidelines outlined in the Declaration of Restrictive Housing Covenant on this property.

Congratulations to the whole team at Island Roots Housing. We look forward to this partnership and the affordable housing that will be created for our community.

Sincerely,

Lynda Austin, Director
Island County Human Services



Island County Affordable Housing Fund

Application Review and Scoring

Applicant/Project:

Reviewer:

Note: This form will be used to score requests for either 1590 or 1406 funds. Also, funds can be allocated to a percentage of units within the project.

INCOME TARGETING (20 POINTS MAXIMUM)

Each project will be awarded a maximum of 20 points for income targeting, based on the proportion of units dedicated to households at or below 60% AMI. Scoring will be determined according to the table below.

Scoring			Points Received	Reviewer Notes
At/Below 60% AMI Units	25% of Project Units	10 Points	Click or tap here to enter text.	Click or tap here to enter text.
	50% of Project Units	15 Points	Click or tap here to enter text.	Click or tap here to enter text.
	100% of Project Units	20 Points	Click or tap here to enter text.	Click or tap here to enter text.

Category Reviewer Notes: Click or tap here to enter text.

Category Total Points Received: Click or tap here to enter text.

POPULATION PRIORITIES (20 POINTS MAXIMUM)

Projects will receive points for targeting high-priority populations, as detailed below.

Scoring		Points Received	Reviewer Notes
Number of Units Targeted to Qualifying Population Households	0-10 Points	Click or tap here to enter text.	Click or tap here to enter text.
Target Population Aligns with a Local Priority/Need	0-10 Points	Click or tap here to enter text.	Click or tap here to enter text.

Category Reviewer Notes: Click or tap here to enter text.

Category Total Points Received: Click or tap here to enter text.

DEVELOPER EXPERIENCE AND CAPACITY (10 POINTS MAXIMUM)

Applicants will be scored on a scale of 0-10 based on the capacity of the applicant to carry out the project as detailed in the application, as well as the experience of the applicant in developing projects of similar type and scale. If a project application details a development or consultant partnership, this will be considered in the evaluation of experience and capacity.

Points Received	Reviewer Notes
Click or tap here to enter text.	

PROJECT READINESS (7.5 POINTS MAXIMUM)

Project Readiness will be evaluated as follows:

Scoring		Points Received	Reviewer Notes
Site Control Obtained or Anticipated Within One Year of Application	0-2.5 Points	Click or tap here to enter text.	Click or tap here to enter text.
Zoning Appropriate for Project	0-2.5 Points	Click or tap here to enter text.	Click or tap here to enter text.
Readiness of Services/Operations Plan	0-2.5 Points	Click or tap here to enter text.	Click or tap here to enter text.

Category Reviewer Notes:

Category Total Points Received: Click or tap here to enter text.

LEVERAGE (20 POINTS MAXIMUM)

Projects will be evaluated for the proportion of leverage from other funding sources detailed in the project application. Capital Leverage will be evaluated based on the requested investment compared to the size and scope of the project. Both secured and unsecured leverage will be factored, and the Committee will evaluate the applicant's ability to secure those sources within the proposed time frame. Points will be awarded as detailed below, with a maximum score of 20 points:

Scoring		Points Received	Reviewer Notes
Services/Operations Leverage	0-5 Points	Click or tap here to enter text.	Click or tap here to enter text.
Capital Leverage	0-5 Points	Click or tap here to enter text.	Click or tap here to enter text.
Likelihood of receiving planned leverage *Documentation of secured local or private leverage, or historically provided leverage for similar projects	0-10 Points	Click or tap here to enter text.	Click or tap here to enter text.

Category Reviewer Notes: Click or tap here to enter text.

Category Total Points Received: Click or tap here to enter text.

PROJECT DESIGN, SERVICES, AND LOCATION (10 POINTS MAXIMUM)

Projects will be evaluated based on design and location, and how design and location align with the project's targeted population.

Scoring		Points Received	Reviewer Notes
Project Located in Proximity to Essential Services, as Determined by Target Population	0-5 Points	Click or tap here to enter text.	Click or tap here to enter text.
Project Design and On-Site Services in Alignment with Target Population	0-5 Points	Click or tap here to enter text.	Click or tap here to enter text.

Category Reviewer Notes: Click or tap here to enter text.

Category Total Points Received: Click or tap here to enter text.

Additional Reviewer Notes: Click or tap here to enter text.

Total Project Points Awarded: Click or tap here to enter text.



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 20 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Consolidated Contract with Washington State Department of Health. Contract No. CLH32052, Am 1. \$2,832,618.

Description: Consolidated Contract CLH32052, Amendment 1, with the Washington State Department of Health to add statements of work to the following programs: COVID-19 Response, Foundational Public Health Services, Injury & Violence Prevention-Overdose Data to Action, Maternal & Child Health Block Grant, National Estuary Program Shellfish Initiative, Office of Drinking Water Group A and B Programs, Recreational Shellfish Activities and the WIC Nutrition Program. Amendment No. 1 allocates \$2,832,618 in funding.

Attachment: Contract, Executive Summary

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

(Continued on next page)

DIVISION: Dept of Natural Resources

Agenda Item No.: 2

Subject: Amendment 2 to the contract with Puget Sound Partnership for the Island Local Integrating Organization. Contract No.; IC ILIO 2023-22, Am #2; \$150,000

Description: An amendment that provides another year of contract work (October 1, 2024, through September 30, 2025), and \$125,000 to cover the costs of the Island Local Integrating Organization program over that period. Unused funds totaling \$25,000 will be carried over from Year 2 to Year 3, for a maximum total spending amount of \$150,000 for Year 3.

Attachment: Contract, Executive Summary

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

**Consolidated Contract with WA State Dept of Health
Contract No.: CLH32052; Amendment No. 1**

- Executive Summary -
BOCC Work Session 12th Feb

Summary	<p>Consolidated Contract CLH32052 Amendment No. 1 with the Washington State Department of Health to add funding and statements of work the following programs: COVID-19 Response, Foundational Public Health Services, Injury & Violence Prevention-Overdose Data to Action, Maternal & Child Health Block Grant, National Estuary Program Shellfish Initiative, Office of Drinking Water Group A and B Programs, Recreational Shellfish Activities and the WIC Nutrition Program. Amendment No. 1 allocates \$2,832,618 in funding.</p>
Policy Context	<ul style="list-style-type: none"> • COVID-19 Response: provides funding for responsive testing, investigation and contract tracing resources to limit the spread of COVID-19. • FPHS: Ensures delivery of core public health services, supporting the work outlined in the Public Health Workplan by strengthening local capacity for communications, preparedness, community-based prevention, and finance capacity. • Injury & Violence Prevention-Overdose Data to Action: Allocates funds to implement overdose prevention strategies under the CDC Overdose Data to Action in States (OD2A-S) Cooperative Agreement. • Maternal & Child Health Block Grant: Improve health outcomes related to maternal and child health outcomes through community-driven efforts. • National Estuary Program Shellfish Initiative: Island County has approximately 29,000 on-site sewage systems (OSS), many old or degraded, and near bodies of water that are used for recreation, fishing, shell fishing, and drinking water. Work funded through this program includes the new Pollution Identification and Correction (PIC) program, supporting collaborative efforts of Island County staff from two divisions of Public Health: Environmental Public Health (EPH) and Natural Resources (NR), as well as local Conservation Districts (Whidbey Island and Snohomish County), who will be active partners in the identification and remediation of sites where agriculture is considered the highest contributor to poor water quality outcomes. • Recreational Shellfish Activities: Provides funds for shellfish harvesting safety. • Office of Drinking Water Group A and B Programs: Ensures access to healthy drinking water for communities supplied by small community and

	<p>non-community Group A water systems and local Group B water systems programs by enabling health to conduct sanitary surveys and provide technical assistance.</p> <ul style="list-style-type: none"> • WIC Nutritional Program: WIC funding provides essential food security resources and supports engagement and outreach strategies as well as nutritional dietitian support to help families access, store, and prepare nutritious foods. Staff deliver WIC services virtually and in-person at Island County facilities for all geographic regions.
Fiscal Impact	Overall, Amendment 1 increases allocations by \$2,832,618, and all funded is recommended to continue foundational services to Island County communities. All funding was previously planned and budgeted for 2025.
Recommendations and Desired Outcomes	Overall Recommendation: Accept contract.

ISLAND COUNTY PUBLIC HEALTH 2025-2027 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH32052
AMENDMENT NUMBER: 1

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and ISLAND COUNTY PUBLIC HEALTH, a Local Health Jurisdiction, hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/siteways/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☒ Adds Statements of Work for the following programs:
 - DCHS - ELC COVID-19 Response - Effective January 1, 2025
 - Foundational Public Health Services (FPHS) - Effective January 1, 2025
 - Injury & Violence Prevention-Overdose Data to Action in States - Effective January 1, 2025
 - Maternal & Child Health Block Grant – Effective January 1, 2025
 - National Estuary Program Shellfish Strategic Initiative 2.0 - Effective January 1, 2025
 - Office of Drinking Water Group A Program - Effective January 1, 2025
 - Office of Drinking Water Group B Programs - Effective January 1, 2025
 - Office of Resiliency & Health Security-PHEP - Effective January 1, 2025
 - Recreational Shellfish Activities - Effective January 1, 2025
 - WIC Nutrition Program - Effective January 1, 2025
 - ☐ Amends Statements of Work for the following programs:
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-1 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-0 Allocations as follows:
 - ☒ Increase of **\$2,832,618** for a revised maximum consideration of **\$2,832,618**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
 Exhibit B Allocations are attached only for informational purposes.
3. Exhibit C Federal Grant Awards Index, incorporated by this reference, and located in the ConCon, Funding & BARS library at the URL provided above.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

This section intentionally left blank.

**ISLAND COUNTY PUBLIC HEALTH
2025-2027 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH32052

AMENDMENT NUMBER: 1

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

ISLAND COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Chair Date
Board of County Commissioners

Signature Date

Print Name Title

Print Name Title

APPROVED AS TO FORM ONLY
Assistant Attorney General

Indirect Rate as of January 1, 2025: 22.38%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Chart of Accounts Funding Period Start Date	Chart of Accounts Funding Period End Date			
FFY24 USDA BFPC Prog Mgmt	7WA700WA1	Amd 1	10.557	333.10.55	01/01/25	09/30/26	10/01/23	09/30/26	\$25,804	\$25,804	\$25,804
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$176,594	\$176,594	\$176,594
PS SSI2 Sub Award Management Task 3	01J89801	Amd 1	66.123	333.66.12	01/01/25	03/31/27	07/01/21	08/31/28	\$50,000	\$50,000	\$50,000
FFY24 PHEP BP1-CDC-LHJ Partners	NU90TU000055	Amd 1	93.069	333.93.06	01/01/25	06/30/25	07/01/24	06/30/25	\$25,708	\$25,708	\$25,708
FFY24 CDC PCH OD2A Prevention	NU17CE010218	Amd 1	93.136	333.93.13	01/01/25	08/31/25	09/01/24	08/31/25	\$33,440	\$33,440	\$33,440
FFY20 ELC EDE LHJs CDC	NU50CK000515	Amd 1	93.323	333.93.32	01/01/25	06/30/25	01/15/21	07/31/25	\$105,000	\$105,000	\$105,000
FFY25 HRSA MCHBG LHJ Contracts	NGA Not Received	Amd 1	93.994	333.93.99	01/01/25	09/30/25	10/01/24	09/30/25	\$41,853	\$41,853	\$41,853
SFY2 GFS - Group B		Amd 1	N/A	334.04.90	01/01/25	06/30/25	07/01/23	06/30/25	\$25,877	\$25,877	\$25,877
SFY25 Local OPI Prev & Supp Proviso		Amd 1	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$16,042	\$16,042	\$16,042
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	\$800	\$800	\$800
SFY25 FPHS-LHJ Funds-GFS		Amd 1	N/A	336.04.25	01/01/25	06/30/25	07/01/24	06/30/25	\$2,314,000	\$2,314,000	\$2,314,000
YR 27 SRF - Local Asst (15%) SS		Amd 1	N/A	346.26.64	01/01/25	06/30/25	07/01/23	06/30/25	\$13,500	\$13,500	\$13,500
YR 27 SRF - Local Asst (15%) TA		Amd 1	N/A	346.26.66	01/01/25	06/30/25	07/01/23	06/30/25	\$4,000	\$4,000	\$4,000
TOTAL									\$2,832,618	\$2,832,618	
Total consideration:	\$0									GRAND TOTAL	\$2,832,618
GRAND TOTAL	\$2,832,618									Total Fed	\$458,399
	\$2,832,618									Total State	\$2,374,219

*Assistance Listing Number fka Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: DCHS - ELC COVID-19 Response -
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through June 30, 2025

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide supplemental funding for the LHJ to ensure adequate culturally and linguistically responsive testing, investigation and contract tracing resources to limit the spread of COVID-19.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY20 ELC EDE LHJ ALLOCATION	1897140E	93.323	333.93.32	01/01/25	06/30/25	0	105,000	105,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	105,000	105,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and/or other preparedness and response activities for COVID-19.				
Examples of key activities include: <ul style="list-style-type: none"> Incident management for the response Testing Case Investigation/Contact Tracing Sustainable isolation and quarantine Care coordination Surge management Data reporting 				

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.				
DCHS COVID-19 Response				
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the “Budget narrative Template”, “Budget Guidance” and any other applicable documents that may be identified.	Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed: \$105,000 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897140E) Funding end date 6/30/2025
2	<p>1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH.</p> <p>a. Allocate enough funding to sustain modest local level capacity for prioritized case investigation and contact tracing for COVID-19. This includes efforts to conduct follow-up on outbreak/cluster investigations in prioritized high risk settings.</p> <p>i. Contact tracing</p> <ol style="list-style-type: none"> 1. Strive to maintain the capacity to conduct targeted investigations as appropriate. 2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum. 3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 4. Coordinate with Tribal partners in conducting contact tracing for Tribal members. 5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.) 	<p>Data collected and reported into DOH systems daily.</p> <p>Enter all contact tracing data in CREST following guidance from-DOH.</p>	<p>Enter performance metrics daily into DOH identified systems</p> <p>Quarterly performance reporting updates</p>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below. <ul style="list-style-type: none"> i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and entities conducting tests to implement an electronic method for test result submission. ii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry. d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe. e. Support Infection Prevention and control for high-risk populations <ul style="list-style-type: none"> i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers. ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities. iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks. iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational resources 	<p>Ensure all COVID positive test results are entered into WDRS within 2 days of receipt</p> <p>Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.</p>		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis).</p> <ul style="list-style-type: none"> v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations. vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings. <p>f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc.</p> <p>g. Community education. Work with Tribes and partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.</p> <p>h. Establish sustainable isolation and quarantine (I&Q) measures in accordance with WAC 246-100-045 (Conditions and principles for isolation or quarantine).</p> <ul style="list-style-type: none"> i. Have at least one (1) location for conducting I&Q operations identified and confirmed. This location should be sufficient for supporting I&Q services that are adequate for the population for your jurisdiction and have an ability to expand if needed. This can be through contract/formal agreement; alternatively, the jurisdiction may establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand. 	<p>Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine, and confirmation of appropriate planning and coordination as required.</p>		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> ii. Maintain ongoing census data for isolation and quarantine for your population. iii. Planning must incorporate transfer or receipt of people requiring I&Q support to and from adjacent jurisdictions or state facilities in the event of localized increased need. iv. Planning must incorporate indicators for activating and surging to meet demand and describe the process for coordinating requests for state I&Q support, either through mobile teams or the state facility. 	Report census numbers to include historic total by month and monthly total for current quarter to date		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.usaspending.gov) by DOH as required by P.L. 109-282.

Program Specific Requirements

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)

CDC Funding Regulations and Policies

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Monitoring Visits (frequency, type)

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project.

Special Billing Requirements:

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Foundational Public Health Services (FPHS) -
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through June 30, 2025

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Periodic Distribution
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Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

NOTE: The full State Fiscal Year (SFY) 2025 (07/01/24-06/30/25) disbursement of FPHS funds for this statement of work (01/01/25-06/30/25) was made in July/August 2024 during the 2022-2024 consolidated contract term and is being included in this statement of work for informational purposes only. There will not be a reconciliation of these funds between the 2022-2024 consolidated contract and the new 2025-2027 consolidated contract. There is no requirement to report unused funds from the 07/01/24-12/31/24 period. It is acknowledged that existing obligations for this funding continue forward and remain in effect in the new contract. These obligations include, but are not limited to, completion of the annual report due after 06/30/25 and fulfillment of all contractual terms and conditions as specified in the prior consolidated contract term that ended 12/31/24.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY25 FPHS-LHJ FUNDS-GFS Note: Total SFY25 Allocation is for 07/01/24-06/30/25	99210850	N/A	336.04.25	01/01/25	06/30/25	0	2,314,000	2,314,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	2,314,000	2,314,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	FPHS funds to each LHJ – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$675,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Assessment Reinforcing Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$60,000
3	Assessment – CHA/CHIP – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$30,000
4	Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$384,000
5	CD - NEW SFY 24 Immunization Outreach, Education & Response – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$75,000
6	EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$150,000
7	FC - NEW SFY 24 Strengthening Local Finance Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$62,000
8	FC - NEW SFY 24 Public Health Communications – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$200,000
9	EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$202,000
10	CD – Tuberculosis Program – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$17,000
11	Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP) – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$150,000
12	EPH Core Team – Safe and Healthy Communities – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$160,000
13	EPH Core Team – Water System Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$149,000

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
 - Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
 - Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171

The intent of FPHS funding is outlined in [RCW 43.70.512](#).

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs.

Stable funding and an iterative decision-making process – The FPHS Steering Committee’s roles and responsibilities are outlined in the [FPHS Committee & Workgroup Charter](#). The Steering Committee is the decision making body for FPHS and operates under a consensus-based decision making model, outlined [here](#). The Steering Committee use an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction’s (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Spending of FPHS funds – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ’s contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2024-December 31, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Deliverables – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.
2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

Special References (i.e., RCWs, WACs, etc.):

[FPHS Intent - RCW 43.70.512](#)

[FPHS Funding – RCW 43.70.515](#)

[FPHS Committee & Workgroup Charter](#)

[FPHS Steering Committee Consensus Decision Making Model](#)

Activity Special Instructions:**Investments to Each LHJ:****1. FPHS Funds to Each LHJ**

These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Targeted Investments to Each LHJ:**2. Assessment Reinforcing Capacity (FPHS definition G.2)**

Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. Assessment – CHA/CHIP (FPHS definitions G.3)

Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity (FPHS definitions D, E, F)

Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60, 562.70, and/or 562.80

5. CD - NEW SFY 24 Immunization Outreach, Education & Response (FPHS definition C.3)

Promote immunization education and use of the statewide immunization registry through evidence-based strategies. Funding can also be used to support vaccine-preventable disease response. BARS expenditure codes: 562.21 and/or 562.27

6. EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity (FPHS definitions B.2, A.C, J.1-3, K.1-2, L.1)

These funds are to be used for staffing costs for environmental health responsibilities and functions (that are not directly fee-based) within leadership, policy development, foundational public health services implementation, evaluation, or administration, including (but not limited to) Environmental Health Directors. Examples of funded roles include work relating to general policy, statewide and/or system-wide, and/or cross-jurisdictional work, legislation, and rulemaking, SBOH engagement, leadership support and/or development, workforce development, leadership within health equity, climate, and environmental justice. Use BARS expenditure codes: 562.14, 562.40 – 562.53

7. FC - NEW SFY 24 Strengthening Local Finance Capacity (FPHS definitions L.2-4, L.6, L.8)

Capacity and infrastructure to assure fiscal management and contract and procurement policies and procedures are effectively implemented to support programs and services. Use BARS expenditure codes: 562.16

8. **FC - NEW SFY 24 Public Health Communications (FPHS definitions I.1-2)**

Capacity to enhance the frequency, accuracy, and accessibility of public health communications to diverse populations via various media to support programs and services. Use BARS expenditure codes: 562.13

9. **EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability (FPHS definitions H. 1-4)**

Capacity and infrastructure to support and enhance the local delivery of FPHS Emergency Preparedness and Response services and activities across critical subject matter areas. Use BARS expenditure codes: 562.12

Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:

10. **CD – Tuberculosis Program (FPHS definition C.4.q-v)**

Expand capacity to conduct timely investigation for all infectious TB cases, conduct outreach and evaluation to Class B arrivers and infected contacts, provide education and resources to promote engagement with community providers, and coordinate case management for patients with LTBI. Funding allocated to LHJs with high Tuberculosis (TB) burden. Use BARS expenditure codes: 562.23.

Targeted Investments to Select LHJs – Assuring FPHS Available for/in Multiple Jurisdictions:

11. **Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP) (FPHS definitions G.1,2)**

Increase assessment and epidemiology capacity via regional/shared epidemiologist model to meet locally identified needs. Use BARS expenditure codes: 562.10 or 11

EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.

- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

Island is receiving funds to participate in these EPH Core Teams:

12. **EPH Core Team – Safe & Healthy Communities**

This Core Team develops system capacity to advance EPH perspectives into planning processes such as State Environmental Policy Act (SEPA) work, Health Impact Assessments, Comprehensive Plans, and related environmental review opportunities. The Core Team will develop one or more model program(s) to provide scalable approaches to healthy community planning, which may include wastewater planning and treatment, seawater intrusion in drinking water, ventilation in public buildings, PFAS contamination, climate change challenges, and other emerging topics identified by the Core Team.

- Use BARS expenditure code: 562.40

13. **EPH Core Team – Water System Capacity**

The goal of this Core Team is to increase LHJ capacity for water resource management and planning.

- Use BARS expenditure code: 562.43 or 53.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Injury & Violence Prevention-Overdose Data to Action in States - Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through August 31, 2025

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to allocate funds to Island County Public Health to implement overdose prevention strategies under the CDC Overdose Data to Action in States (OD2A-S) Cooperative Agreement. Please see the budget tables under the activity table for a breakdown of allocated funds. Please also see the "Program Special Requirements" section at the bottom of the Statement of Work.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY24 CDC PCH OD2A PREVENTION	77520240	93.136	333.93.13	01/01/25	08/31/25	0	33,440	33,440
SFY25 LOCAL OPI PREV & SUPP POVISO	77550855	N/A	334.04.93	01/01/25	06/30/25	0	16,042	16,042
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	49,482	49,482

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount						
1.	<p>OD2A-S 8.1.1</p> <p>The LHJ will initiate, expand, and support overdose prevention programs and outreach activities led by navigators with the intention of promoting access to harm reduction services.</p> <p>The LHJ will staff three syringe services program (SSP) locations and offer the following services: distributed harm reduction supplies, offer harm reduction services, offer assistance with obtaining assessments for mental health and substance use disorder (SUD) treatment, and</p>	<p>Progress report update about:</p> <ul style="list-style-type: none">Types of assistance offered to clients to obtain assessments for mental health and SUD treatmentTypes of assistance offered to clients to access detox and treatment for SUD <p>Quarterly performance measure reporting on the data that is relevant to this activity. Please see the deliverables/outcomes tied to the “Evaluation Requirements” activity for a full list of performance measures.</p>	<p>Progress report updates and performance measure reporting and due to DOH on the following timeline:</p> <table><tr><th>Reporting Period</th><th>Report Due Date</th></tr><tr><td>11/01/24-01/31/25</td><td>02/01/25</td></tr><tr><td>02/01/25-03/31/25</td><td>04/01/25</td></tr></table>	Reporting Period	Report Due Date	11/01/24-01/31/25	02/01/25	02/01/25-03/31/25	04/01/25	<p>Monthly invoices for actual cost reimbursement will be submitted to DOH.</p> <p>Barring the purchase of naloxone, the LHJ may bill to either of the two MI codes listed in the funding table for time and effort spent on any activity in this statement of work.</p>
Reporting Period	Report Due Date									
11/01/24-01/31/25	02/01/25									
02/01/25-03/31/25	04/01/25									

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame		Payment Information and/or Amount
	offer assistance with accessing detox and/or treatment for SUD and mental health concerns.		04/01/25-06/30/25	07/01/25	Total of all invoices for FFY24 CDC PCH OD2A PREVENTION will not exceed \$33,440 through August 31, 2025. Total of all invoices for SFY25 LOCAL OPI PREV & SUPP POVISO will not exceed \$16,042 through June 30, 2025.
2.	OD2A-S 8.2.1 The LHJ will expand overdose education and naloxone distribution, prioritizing those who are at the greatest risk of experiencing or witnessing an overdose. Presentations may be offered to Island County schools' students and staff and staff of local businesses likely to persons who are experiencing an overdose.	Progress report update on the progress and process to expand overdose education and naloxone distribution including: <ul style="list-style-type: none"> • Where presentations were offered • A brief description of the content offered in the trainings at each location Quarterly performance measure reporting on the data that is relevant to this activity. Please see the deliverables/outcomes tied to the "Evaluation Requirements" activity for a full list of performance measures.	07/01/25-08/31/25	10/31/25	
3.	OD2A-S 8.2.2 The LHJ will provide low-barrier transportation services to treatment and distribute take-home lock boxes for safe medications for opioid use disorder (MOUD) storage. The LHJ will provide transportation to detox facilities, SUD assessments, and treatment as well as to court hearings and other essential needs programs for clients. The LHJ will distribute lock boxes at shelters, community events, and to people they are connected with through referrals from community agencies.	Progress report update on the progress and process of providing low-barrier transportation services to treatment and distributing take-home lock boxes including: <ul style="list-style-type: none"> • The number of clients transported • Where they were transported (MOUD, behavioral health, other [describe]) • The number of lock-boxes distributed and where Quarterly performance measure reporting on the data that is relevant to this activity. Please see the deliverables/outcomes tied to the "Evaluation Requirements" activity for a full list of performance measures.	Note: All final A19 invoices for the SOW period of performance are due to DOH no later than 60 days after the end of the performance period. Because progress reports are considered supporting documentation for A19 invoice submission, the final progress report of this contract budget period is due on the same date that the final A19 invoice for this budget period must be submitted.		
4.	OD2A-S 8.2.3 The LHJ will improve education on and increase access to drug-checking supplies. The LHJ will provide education and drug testing supplies at three SSPs, through community outreach efforts (including homeless encampments), and through referrals received from community stakeholders.	Progress report update on the progress and process of improving education on and access to drug-checking supplies. Quarterly performance measure reporting on the data that is relevant to this activity. Please see the deliverables/outcomes tied to			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		the “Evaluation Requirements” activity for a full list of performance measures.		
5.	<p>OD2A-S 9.1.1</p> <p>The LHJ will use navigators to facilitate linking people to care and other services.</p> <p>Opioid Outreach Case Managers (navigators) will facilitate referrals and warm handoffs to community service providers for SUD assessments, detox, treatment, and harm reduction services. Both community partner referrals as well as self-referrals from those participating in SSP outreach efforts will be accepted.</p> <p>Once initial referrals for services are made, Island County Human Services staff will continue to work with individuals and assist them in making ongoing appointments and participating in follow-up care and treatment. Ongoing assessments will be made throughout engagement to modify goals and ascertain the most current state of a person’s needs.</p>	<p>Progress report update on the progress and process of facilitating referrals and warm handoffs.</p> <p>Quarterly performance measure reporting on the data that is relevant to this activity. Please see the deliverables/outcomes tied to the “Evaluation Requirements” activity for a full list of performance measures.</p>		
6.	<p>Maintaining partnerships</p> <p>The LHJ will participate in community meetings and forums to strengthen collaboration and continue to encourage referrals from partner organizations.</p>	Progress report update on participation in community meetings and forums as well as engagement with partners.		
7.	<p>Maintain communication with DOH</p> <ul style="list-style-type: none"> The LHJ will meet virtually with the DOH contract manager on a monthly or quarterly basis. When requested, the LHJ will join meetings with DOH and CDC OD2A-S project officers to provide updates on the implementation of the statement of work activities. The LHJ will participate in quarterly calls with DOH and other recipients of this funding to share lessons learned, successes, and challenges. 	<ul style="list-style-type: none"> Monthly or quarterly meetings Meetings with CDC as requested Participate in quarterly calls with all grantees 		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
8.	<p>Evaluation requirements</p> <p>The LHJ will engage in evaluation activities in the following ways:</p> <ul style="list-style-type: none"> • Collect data on CDC performance measures to support DOH evaluation plan. • Provide answers to contextual performance measures questions. • Collaborate with the DOH evaluator on a Targeted Evaluation Project (TEP) that will provide a greater understanding of navigation activities. • Support other evaluation tasks as requested, to meet overall CDC evaluation requirements. 	<p>DOH will provide a template for the collection of the following quantitative data:</p> <ul style="list-style-type: none"> • Total number of harm reduction service encounters (e.g., in-person, mail, telephone, online) • Zip code where harm reduction services were provided (list “unknown” when location is unknown) • Total number of navigators located in a harm reduction setting or other setting • Number of referrals to harm reduction services for each race ethnicity • If possible, total number of hours spent by each navigator on linkage to care or referral efforts • Type of organization where naloxone was distributed (SSP, faith-based organizations, schools, etc.) • Zip code where naloxone was distributed (list “unknown” when unknown) • Number of naloxone doses distributed at each type of organization • Number of service encounters involving drug checking • Zip code for drug checking encounters (list “unknown” when unknown) • Number of referrals to MOUD for each race/ethnicity • Number of referrals to behavioral health treatment only (without MOUD) for each race/ethnicity • Number of other referrals, if not to MOUD and behavioral health, with a description of the type of referral <p>DOH will provide a template for the collection of the following qualitative data:</p> <ul style="list-style-type: none"> • How has access to care or treatment has been improved, and what new/existing community assets were leveraged? 		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		<ul style="list-style-type: none"> What are the barriers for people accessing harm reduction services in your jurisdiction? What are barriers to accessing or receiving naloxone? Describe what types of navigators are included in the data reported Describe methods to support navigators 		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.): Reimbursement for the purchase of naloxone can only be billed to SFY25 LOCAL OPI PREV & SUPP POVISO. The LHJ must have received prior approval from the DOH contract manager to purchase naloxone.

Billing Requirements:

DOH awards funding through reimbursement-based billing. Invoices must be submitted monthly on an A19-1A invoice voucher.

Budget Table

For the entire LHJ OD2A-S Year 1 Budget Period (11/1/24-8/31/25)

Salaries	\$53,285
Benefits	\$20,153
TOTAL BUDGET	\$73,438

*The LHJ must receive written approval from DOH before making any changes to the SOW activities or itemized budget.

*If the LHJ intends to request reimbursement for indirect costs, the LHJ must have an unexpired cost-rate approval letter on file with DOH. Payment for indirect costs may be withheld until an up-to-date approval letter is received by DOH.

Breakdown of funds allotted over the entire LHJ OD2A-S Year 1 Budget Period (11/1/24-8/31/25)**November 1, 2024-December 31, 2024** ConCon SOW (Last amendment of the 2022-2024 ConCon Term)

Funding Source	MI Title	Allocation	Must be spent by
Federal Funds			
OD2A-S Year 1 Funds	FFY24 CDC OD DATA TO ACTION PREV	\$14,332	12/31/24 (unspent funds roll over)
State Funds			
Time Limited State Enhancement	SFY25 LOCAL OPI PREV & SUPP POVISO	\$9,625	12/31/24 (unspent funds roll over)

Unspent funds from the 9/1/24-12/31/24 ConCon SOW will be allotted to you in a later 2025 ConCon amendment.

January 1, 2025-August 31, 2025 ConCon SOW (First amendment of the 2025-2027 ConCon Term)

Funding Source	MI Title	Allocation	Must be spent by
Federal Funds			
OD2A-S Year 1 Funds	FFY24 CDC PCH OD2A PREVENTION	\$33,440	8/31/25
State Funds			
Time Limited State Enhancement	SFY25 LOCAL OPI PREV & SUPP POVISO	\$16,042	6/30/25

*OTE = One-Time Enhancement Funds. LHJs that applied for and were approved to receive One-Time Enhancement funds will receive those funds if DOH's request for expanded authority is approved by the CDC.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Maternal & Child Health Block Grant –
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through September 30, 2025

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY25 HRSA MCHBG LHJ CONTRACTS	78101251	93.994	333.93.99	01/01/25	09/30/25	0	41,853	41,853
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	41,853	41,853

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration				
1a	Report actual expenditures for the six-month period from October 1, 2024 through March 31, 2025.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	May 16, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
1b	Develop 2025-2026 MCHBG Budget Workbook for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG Budget Workbook to DOH Community Consultant.	September 5, 2025	
1c	Participate in DOH-sponsored annual MCHBG meeting.	LHJ Contract Lead or designee will attend meeting.	September 30, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				See Program Specific Requirements and Special Billing Requirements.
Implementation				
2a	Report 2024-25 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025 May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
2b	Develop 2025-26 MCHBG reporting document for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 15, 2025 Final – September 12, 2025	See Program Specific Requirements and Special Billing Requirements.
Children and Youth with Special Health Care Needs (CYSHCN)				
3a	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at DOH-CHIF@doh.wa.gov and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.	Submit data to DOH per CYSHCN Program guidance.	January 15, 2025 April 15, 2025 July 15, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds as needed.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	See Program Specific Requirements and Special Billing Requirements.
3c	Review your program's entry on ParentHelp123.org annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated information on your local CYSHCN program with WithinReach/Help Me Grow.	September 30, 2025	
3d	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	
MCHBG Assessment and Evaluation				
4a	As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.	Submit documentation as requested by DOH.	September 30, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Special Requirements:

All training costs and all travel expenses for such training (for example: per diem, hotel, registration fees) must be pre-approved, unless identified in pre-approved Budget Workbook. Submit a paragraph to your Community Consultant explaining why the training is **necessary** to implement a strategy in the approved work plan. Details should also include total cost of the training and a link to or brochure of the training. Retain a copy of the Community Consultant's approval in your records.

Program Manual, Handbook, Policy References:

CYSHCN Information and Resources:

[Children and Youth with Special Health Care Needs Website\(wa.gov\)](http://www.wa.gov/childrenandadolescentspecialhealthcareneeds)

[Health Services Authorization \(HSA\) Form](#)

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used for services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
 - a. Inpatient services, other than inpatient services for children with special health care needs or high-risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
 - b. Cash payments to intended recipients of health services.
 - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d. Meeting other federal matching funds requirements.
 - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low-income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits (i.e., frequency, type, etc.):

Check-ins with DOH Community Consultant as needed.

Billing Requirements:

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved.

Special Instructions:

Contact DOH Community Consultant for approval of expenses not reflected in approved budget workbook.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: National Estuary Program Shellfish Strategic Initiative 2.0 - Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through March 31, 2027

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Statement of Work Purpose: Island County has approximately 29,000 on-site sewage systems (OSS), many old or degraded, and near bodies of water that are used for recreation, fishing, shell fishing, and drinking water. Past work completed by Island County staff and partners have identified priority areas that have been frequently closed to recreational and/or commercial shellfishing due to high levels of fecal coliform and/or E. coli bacteria, but could feasibly be protected, restored, and reopened with the implementation of source control mitigation and enforcement at known and suspected pollution sites. Work funded through this program includes the development, establishment, and implementation of a new Pollution Identification and Correction (PIC) program as described in Investment Priority C. The proposed work will support collaborative efforts of Island County staff from two divisions of Public Health: Environmental Public Health (EPH) and Natural Resources (NR), as well as local Conservation Districts (Whidbey Island and Snohomish County), who will be active partners in the identification and remediation of sites where agriculture is considered the highest contributor to poor water quality outcomes.

Funding requested will enable these teams to work together in protecting public health by developing, implementing, and managing a PIC program built on previous lessons learned. Island County initiated a pilot PIC program from 2011-2015 with support from the Washington State Department of Health (DOH) using Pathogens Lead Organization funds. Through targeted efforts, surface water quality improvements sufficiently allowed for 152 acres of the Port Susan Growing Area to be classified as approved and reopened for shellfish harvesting. Island County built on this initial work with the second phase of PIC in three additional watersheds within the county - Maxwelton, Holmes Harbor, and Penn Cove; however, the effectiveness of the program was significantly reduced due to CoViD-19 restrictions. Island County has been without a PIC program since fall of 2022 due to funding constraints, and as such effectively has no ability to source, address, and/or mitigate known chronic E. coli issues in commercially and recreationally important shellfish-growing areas across Whidbey and Camano islands. The proposed work would implement a PIC approach that utilizes past, current, and ongoing monitoring data from the Island County surface water quality monitoring program to identify pollution threatening Island County's water quality and associated shellfish habitat. Currently, suspected pollution 'hotspots' are 'bracketed' and tracked up the drainage path to its suspected source. Natural Resources staff work with EPH staff as well as property owner(s) to hopefully correct the problem via voluntary compliance; however, limited capacity and non-existent PIC program funding have led to lack of ability to specifically identify point sources (e.g., dye testing, etc.), nor the ability to escalate, enforce, and/or remediate the cause.

Through past and current work, Island County knows that fecal coliform and E. coli pollution are severely degrading several shellfish harvesting areas throughout Whidbey and Camano islands; three of these areas have been identified as top priority for correction through this proposed PIC program work due to chronic shellfish harvesting closures and include Maple Grove (Camano), Holmes Harbor (Whidbey), and Maxwelton (Whidbey) beach areas. Maple Grove has replaced Penn Cove on the priority list this cycle due to both equity efforts of increasing open beaches on both islands, and recent routine testing showing exceptionally high E. coli levels at Maple Grove public boat launch, leading to citizen complaints and fears of the risk posed to human health. The goal of this funding request is to implement procedures and actions that identify and correct sources of pollution, ultimately resulting in the reopening of these shellfish beaches.

Based on the urgent need for additional monitoring and remediation of septic issues, Island County will build on its past PIC work and current/ongoing surface water quality monitoring that identifies E. coli 'hotspots' to successfully stand up a complete PIC program. This proposal will institute and test the escalation procedures necessary to collaborate with County environmental health officials on enforcement actions for non-responders. Having an established PIC program would help provide a more thorough enforcement framework for new Island County code currently under development, as well as provide funding necessary for enforcement personnel to investigate and correct violations.

Objectives:

- Develop and implement a PIC program utilizing lessons learned and past reconnaissance on problem areas.
- Coordinate regulatory oversight and policy development with Environmental Health and enforcement agencies.
- Coordinate water pollution investigations.

Key Outcomes:

- Restore and protect Island County shellfish habitat and public health by correcting known and discovered fecal pollution and E. coli sources.
- Reopen shellfish harvesting in three priority areas (Maple Grove, South Holmes Harbor, and Maxwelton).

****NOTE**** Any dates for deliverables that precede this contract are for informational purposes only.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
PS SSI2 SUB AWARD MANAGEMENT TASK 3	261K1213	66.321	333.66.12	01/01/25	03/31/27	0	50,000	50,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	50,000	50,000

Description (e.g. “shellfish beds reopened”)	Units (e.g., acres)	Targets/Estimate (“number”)
Reopen shellfish growing areas in Maple Grove – Recreational Beach (~1 acre), Maxwelton – Southwest Whidbey Island Growing Area (~3 acres), and Conditionally Approved portion of Holmes Harbor Growing Area (~6 acres)	Acres	10
Number of OSS failures identified	OSS failures	20
Percentage of OSS failures corrected or with correction plan in place	OSS corrections	100 %
Number of outreach events (including community booth events such as local fairs and festivals, and at least one targeted workshop in each of the three identified areas per year)	Events	21

Number of door hangers, flyers, and other information distributed to homeowners in vicinity of surface water sampling locations identifying high <i>E. coli</i> concentrations (reminders of septic maintenance guidelines, information on beach closures, etc.)	Individual outreach items	1,500
Number of OSS with routine maintenance tracking/enforcement in place	OSS	10
Number of rebates or financial assistance packages distributed to property owners within project focus area	Rebates	3

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 1. Project Development This task must be completed before initiating any other work under this subaward. All QAPP related work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward.				
1.1	Quality Assurance Project Plan (QAPP) Development. Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the sub-recipient must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the subrecipient must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions. The subrecipient is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the subrecipient must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis. Ecology QA Coordinator contact: Ken Nelson, knel461@ecy.wa.gov	Copy of signed QAPP or QAPP waiver Annual review	Before collecting or analyzing environmental data Annually	Reimbursement up to \$ 14,810 based on actual costs.
1.2	Project Factsheet Using the templates provided, the subrecipient must complete an initial one-page Project Factsheet at the outset of the contract. A final one-page Project Factsheet is due at the end of the contract. The initial factsheet will provide an overview of the project and a brief description of the	a. Initial Project Factsheet b. Final Project Factsheet	a. Due with first quarterly report b. 2 weeks prior to contract end date	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	subrecipient's organization. The subrecipient will submit the initial factsheet with the first quarterly progress report. The subrecipient will submit the final factsheet at the end of the contract to summarize project outcomes, lessons learned, and next steps. The Shellfish SIL will make the factsheets publicly available through the website https://pugetsoundestuary.wa.gov/			
TASK 2. Project Management and Reporting				
Task 2 describes the project administrative and reporting requirements. The subrecipient will refer to and comply with all underlying state and federal terms and conditions.				
2.1	<p>Progress Reporting and Invoicing</p> <p>REPORTING: The subrecipient will submit quarterly progress reports by the specified target completion dates. Quarterly reporting periods are:</p> <p>Quarter 1 reporting period: Jan 1 – Mar 31 (FEATS serves as Q1 report) Quarter 2 reporting period: Apr 1 – Jun 30 Quarter 3 reporting period: Jul 1 – Sep 30 (FEATS serves as Q3 report) Quarter 4 reporting period: Oct 1 – Dec 31</p> <p>Progress reports shall include: · A description of: o Work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period. o Total allowable spending by task. o Status for ongoing project tasks. o Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.</p> <p>· Evidence of satisfactory completion of all reporting requirements.</p> <p>The subrecipient will email quarterly progress reports and deliverables to the NEP Administrative Assistant and copy their Contract Manager.</p> <p>INVOICES: The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted at least every 60 days after work is completed (bi-monthly), but no more</p>	<p>Quarterly progress reporting</p> <p>Invoicing</p>	<p>Annually on January 15 Annually on July 15</p> <p>60 days after work is completed (every 2 months for ongoing work)</p>	<p>Reimbursement up to \$39,474 based on actual costs.</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>frequently than monthly. Invoices will be reviewed for consistency with progress.</p> <p>At the end of the contract period, the subrecipient will submit their final invoice within 60 days of contract expiration. The final invoice will be marked "Final":</p> <p>Invoices received more than 60 days after contract expiration may not be eligible for reimbursement.</p>			
2.2	<p>EPA FEATS Reporting</p> <p>The subrecipient will complete semi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports and a closeout FEATS report. The closeout FEATS report will be submitted within 60 days of the contract expiration date and will reflect the final project billing. The closeout FEATS report will describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned. FEATS Reporting Periods: April 1 – September 30 Serves as 3rd quarter progress reporting October 1 – March 31 Serves as 1st quarter progress reporting</p>	FEATS reporting	April 1 and October 1, annually and upon contract completion	
2.3	<p>Data Reporting</p> <p>The subrecipients will report additional data requirements as determined by NEP. The subrecipient and the NEP Data and Information Coordinator, Abigail Ames abigail.ames@doh.wa.gov, will determine what data variables will be reported on within 60 days of contract execution. Data reporting will be collected every six months with the FEATS reporting cycle.</p>	<p>Data Reporting</p> <p>Determination of data needs</p> <p>Data management and sharing plan</p>	<p>Annually April 1 and October 1</p> <p>Within 60 days of contract execution</p> <p>Within 60 days of contract execution</p>	
2.4	<p>Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reporting</p> <p>The subrecipients will submit MBE/WBE utilization reports each year as required by the federal terms and conditions included in this contract. Reports will be in the format located on the EPA webpage https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf and will include all qualifying purchases OR will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to Taylor Warren at Taylor.warren@doh.wa.gov 15 calendar days after the end</p>	MBE/WBE reporting	October 15, annually and upon contract completion	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	of each reporting period with the DOH Contract Manager carbon copied.			
2.5	Water Quality eXchange (WQX) Data Reporting The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the subrecipient collects any physical, chemical, or environmental data (e.g., dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or enterococci, and other biological and habitat data), then the subrecipient's QAPP will specify data to be reported through WQX. Data for a calendar year (Jan. 1 – Dec 31) must be submitted at least annually. See WQX information, including tutorials, at https://www.epa.gov/waterdata/water-quality-data-wqx .	WQX Data reporting Screenshots of upload or email confirmation will be added to the January quarterly report	At least annually by December 31 Reported with January reporting cycle	
2.6	Subcontracts and Subawards (if applicable) The subrecipient will execute one or more subcontracts (professional services agreements) for tasks: Selection of subcontractor must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at http://wcms.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients . A meeting(s) may be held to clarify the scope, schedule, and deliverables for the subcontract. The subrecipient and subcontractor will execute the contract and hold a kick-off meeting.	Subawards (when applicable) Updates on subcontractor progress as delivered by subcontractor	30 days after contract execution As applicable	
Task 3. Monitoring, Dye Testing, and other Fieldwork The Division of Natural Resources staff, including Surface Water Quality, Watershed Planning, and DNR Manager, will work with the Division of Environmental Health staff, including OSS, solid waste, pollution prevention, and Living Environments staff, to conduct regular surface water quality sampling in the targeted areas (Maple Grove, Maxwellton, and Holmes Harbor) to identify high <i>E.coli</i> concentrations, which would trigger the procedures identified in Task 4 as well as dye testing or other confirmation approaches, outreach with the homeowners, and shoreline/beach surveys.				
3.1	Monthly collection of ambient surface water samples to identify high fecal pollution. Approximately 12 samples will be collected across the three identified areas each month, including R-card analyses as well as laboratory confirmation samples when needed.	Freshwater sample collection results and analysis	Monthly	Reimbursement up to \$74,197 based on actual costs.
3.2	Source ID investigations of all high bacteria sites, including dye testing, bracket sampling, and other source identification approaches such as conversations with homeowners and the public, and coordination with the Island County OSS team.	Pollution source identification to specific OSS structures a) Report number of dye tests conducted in FEATS report.	Reported quarterly with progress reporting	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b) Report number of failing on-site sewage systems identified. c) Report number of failing on-site sewage systems corrected. d) Report number of pollution sources from manure management or agricultural properties identified. e. Report number, location, and status of actions taken on identified manure management or agricultural properties identified.		
3.3	Shoreline surveys along the three targeted areas (Maple Grove, Maxwellton, Holmes Harbor) to inventory and assess bacterial loads of flowing discharges to shellfish areas.	Shoreline assessment and inventory report	Biennially, wet, and dry season	
Task 4. Escalation, Adaptive Management, and Watershed Planning The Division of Natural Resources staff, including Surface Water Quality, Watershed Planning, and DNR Manager, will work with the Division of Environmental Health staff, including OSS, solid waste, pollution prevention, and Living Environments staff to assess current and proposed State and County codes related to on-site sewage system operations and maintenance requirements, to recommend updated County codes as necessary, and to establish and document environmental monitoring and subsequent code enforcement protocols among the various relevant staff and teams.				
4.1	Review new WAC requirements for on-site sewage system codes and determine necessary improvements to Island County codes	Recommendations for updated codes Approval needed by local health board for updated local codes	Immediately upon contract approval	Reimbursement up to \$55,387 based on actual costs.
4.2	PIC Program Coordination Meetings	Meeting agenda and attendance list	Quarterly	
4.3	Establish violation enforcement, escalation, and adaptive management procedures that should be in place among the various Divisions and Departments at Island County in response to OSS failures; document these procedures including a PIC Investigation Flowchart, definitions, sampling procedures, and timelines	Established procedures document and PIC Flowchart	Upon completion of Task 4.1; no later than September 30, 2024.	
4.4	Establish/revise watershed planning efforts to incorporate findings from Tasks 4.1 and 4.3	Preliminary planning documents	Upon completion of Tasks 4.1 and 4.2	
TASK 5. Broader Impacts and Communication The subrecipient will communicate project outcomes, lessons learned, and recommendations.				
5.1	Broader Impact Options Ongoing outreach programs to educate the community about issues related to septic and clean water. All new outreach materials created with this funding will be submitted to DOH for two-week review prior to distribution.	New outreach materials Public outreach events at libraries, fairs, etc.	Drafts due for two-week review to DOH prior to distribution	Reimbursement up to \$53,132 based on actual costs.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	All materials will have the EPA recognition statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.	Submit photos of events and updates on participation numbers as applicable	Monthly and as available Upon event completion, as applicable	

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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Special References (i.e., RCWs, WACs, etc.):

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda

Monitoring Visits (i.e., frequency, type, etc.):

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee.

Special Instructions:

Progress reports are due to DOH on the following dates: April 1 and October 1, annually and upon contract completion. Reports will be uploaded to subrecipients contract folder on the subrecipients Sharepoint page: [NEP Subrecipient Resources - Home](#) (sharepoint.com) Email jill.stewart@doh.wa.gov to confirm delivery. Minority and Women-Owned business Reporting is due to: taylor.warren@doh.wa.gov on the following dates: October 1, annually and upon contract completion.

All environmental data must be entered by the LHJ into EPA's Water Quality Exchange database (WQX) at <https://www.epa.gov/waterdata/water-quality-data-wqx>. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

EPA Terms and Administrative Conditions

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC-01J89801 and will apply to all work funded under this agreement.

Administrative Conditions

National Administrative Terms and Conditions General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The subrecipient agrees to comply with the current EPA general terms and conditions available at: [EPA General Terms and Conditions effective October 1, 2023 or later](#)

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Programmatic Conditions

HABITAT, SHELLFISH, and STORMWATER Strategic Initiative Leads - (PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
Programmatic Terms and Conditions: 6/2021

A. Semi-Annual Performance Reports

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the NEP Contract Manager and will be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the NEP contract manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the NEP contract manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the NEP contract manager on the FEATS form provided by the NEP administrative assistant and shall be uploaded to the NEP subrecipients Sharepoint page. The subrecipient agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons for slippages if established outputs/outcomes were not met;
3. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

B. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due upon expiration or termination of the award. The report shall be submitted to the NEP contract manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the NEP contract manager may waive the requirement for a final performance report if the NEP contract manager deems such a report is inappropriate or unnecessary.

C. Program Income

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient, and shall be used to further eligible project objectives.

D. Information Collection Requirements

NEP and the subrecipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires NEP to obtain Office of Management and Budget (OMB) clearance prior to the subrecipient's collection of information by means of identical questions posed to 10 or more persons.

The subrecipient will provide to the NEP contract manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

E. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

F. Annual Conferences

The subrecipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the NEP contract manager. The purpose of this requirement is to provide subrecipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Subrecipient will be allowed to use award funds to pay for travel and lodging. Subrecipient should include anticipated costs for attending conferences in their proposed budget.

G. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

H. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <http://www.epa.gov/fem/lab> or a copy may also be requested by contacting the NEP contract manager for this award.

Federal Assistance Agreement Funds Up To \$200,000

Subrecipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement. Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre- award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

I. WQX Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

J. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance.

Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery.

Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

NEP contact for riparian buffers: Lea Shields, lea.shields@doh.wa.gov.

K. International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your NEP contract manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your NEP contract manager listed on the front page of the Award Document.

L. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

M. Model Programmatic Subaward Reporting Requirement (GPI-16-01)

The subrecipient must report on its subaward monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are: Summaries of results of reviews of financial and programmatic reports. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. Environmental results the subrecipient achieved. Summaries of audit findings and related pass-through entity management decisions.

Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

N. Lobbying and Litigation -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. All Subrecipients.

- a. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- b. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- c. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- d. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

O. EPA's Substantial Involvement

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide technical assistance and

coordination as requested or needed by the subrecipient; and (4) review and approve technical deliverables, including 30-day preaward review of subaward agreements to ensure consistency with the collaborative intent of the National Estuary Program.

P. Quality Assurance Requirements (2 CFR 1500.11)

As of February 17, 2023 any project, including work performed by Grantees, that involves the collection, production, evaluation, or use of environmental information requires an approved QAPP prior to the start of work.

Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

Instructions to Submit Quality Assurance Documents for Review

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>.

Q. ULO Stretch Goal:

Subrecipients of EPA assistance agreements that include subawards in the approved workplan should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to the FY2021 Strategic Initiative Lead cooperative agreements with subaward projects. Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your NEP Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: A stretch goal for utilization of funds for each new strategic initiative lead grant with subawards is established. All funds should be spent by 21/2 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Funds Awarded July 2021 Should all Be Drawn Down by March 2024.

Funds Awarded in FY2022 (October 1, 2021-September 30, 2022) Should all Be Drawn Down by March 2025

Funds Awarded in FY2023 (October 1, 2022-September 30, 2023) Should all Be Drawn Down by March 2026

Funds Awarded in FY2024 (October 1, 2023-September 30, 2024) Should all Be Drawn Down by March 2027

Funds Awarded in FY2025 All Should Be Drawn down by award end date + 90 days.

R. Animal Subjects -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>.

S. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within

their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

T. Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from NEP for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the NEP Contract Manager and include:

1. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2. A description of the purpose, agenda, location, length and timing for the event; and,
3. An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's NEP Contract Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

U. State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

1. The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
2. (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the NEP Contract Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
3. (2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the NEP Contract Manager. Nothing in this condition requires the subrecipient to contact the NEP Contract Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Office of Drinking Water Group A Program -
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)** 0

Period of Performance: January 1, 2025 through December 31, 2027

Funding Source <input checked="" type="checkbox"/> Federal Contractor <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
YR 27 SRF - LOCAL ASST (15%) SS	24119227	N/A	346.26.64	01/01/25	06/30/25	0	13,500	13,500
YR 27 SRF - LOCAL ASST (15%) TA	24119227	N/A	346.26.66	01/01/25	06/30/25	0	4,000	4,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	17,500	17,500

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.	<p>Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include:</p> <ol style="list-style-type: none"> Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. Completed Small Water System checklist. 	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	<p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$250 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$500 for each sanitary survey of a non-community system with four or more connections and each community system.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline . Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: <ul style="list-style-type: none"> • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline . Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH. See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		approval (to ensure enough funds are available).		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Data Sharing

The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this statement of work. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References: Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of \$13,500 for Task 1, and \$4,000 Task 2, Task 3 and Task 4 combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

When invoicing for sanitary surveys, bill to BARS Revenue Code 346.26.64.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.

When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1 Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than 2 surveys of non-community systems with three or fewer connections be completed between January 1, 2025 and December 31, 2025.
- No more than 26 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2025 and December 31, 2025.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2 Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3 Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4 LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Office of Drinking Water Group B Program –
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through June 30, 2025

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide financial support to LHJs implementing local Group B water systems programs.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY2 GFS – GROUP B	24110853	N/A	334.04.90	01/01/25	06/30/25	0	25,877	25,877
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	25,877	25,877

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Implement a MEMORANDUM of AGREEMENT Group B water system program. [Reference DOH MOA #CLH21143-1]	An executed Memorandum of Agreement (MOA) with DOH identifying responsibilities of a full Group B program through a Local Ordinance.	January 1, 2025 thru June 30, 2025	Lump sum payment (See Special Billing Requirements)

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Special Billing Requirements:

For January 1, 2025 thru June 30, 2025, LHJ shall submit one invoice no later than June 30, 2025 and payment cannot exceed a maximum cumulative fee of \$25,877.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Office of Resiliency & Health Security-PHEP -
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through June 30, 2025

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks for LHJs to strengthen their capacity and capability around the Public Health Response Readiness Framework (CDC) to prepare for, respond to, and recover from public health threats and emergencies through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and implementing corrective actions as described in the Public Health Emergency Preparedness (PHEP) Cooperative Agreement. Many LHJs support a position responsible for public health emergency preparedness and response. LHJs use different titles for these positions. DOH wants to be respectful of this diversity and refers to the people who fill these important roles as Public Health Emergency Response Coordinators.

This Statement of Work includes 40% of the total allocation of these funds. Once all invoices from the July - December 2024 Statement of Work have been submitted and paid, any funds remaining from the previously awarded 60% will be added in an amendment to this January - June 2025 Statement of Work.

Guidance Documents - LHJs are strongly encouraged to use the Guidance Documents listed in the Program Specific Requirements in the bottom section of this Statement of Work.

Revision Purpose: NA

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY24 PHEP BP1 - CDC - LHJ PARTNERS	31602241	93.069	333.93.06	01/01/25	06/30/25	0	25,708	25,708
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	25,708	25,708

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
1 Contact Information Framework 2 – Enhance Partnerships	Submit names, position titles, email addresses, and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator(s), and accounting and/or financial staff.	Submit any changes within 30 days of the change. End-of-year reports on template provided by DOH. Note any changes or no changes.	Within 30 days of the change. June 30, 2025	Reimbursement for actual costs not to exceed total funding allocation amount.

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
2 LHJ Performance Measures Framework 6 – Modernize data collection and systems	Submit LHJ Performance Measure Data as requested on the form provided by DOH.	LHJ Performance Measure Data on the form provided by DOH.	June 30, 2025	
3 Additional Information Required by CDC Framework 4 – Improve administrative and budget preparedness systems	Submit additional information as requested by DOH to comply with federal grant requirements. Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including the mid-year and end-of-year reports.	Information requested by DOH.	As requested by DOH.	
4 Risk Assessment Framework 1 – Develop threat-specific approach Framework 3 – Expand local support Framework 8 – Incorporate health equity practices	Complete the public health disaster risk assessment developed by the University of Washington (UW) (available early February 2025) reflecting the needs of the whole LHJ. DOH and/or UW will provide the tool and technical assistance.	Public Health Disaster Risk Assessment	June 30, 2025	
5 Planning Framework 4 – Improve administrative and budget preparedness systems Framework 8 – Incorporate health equity practices	Complete multiyear integrated preparedness plan using lessons learned from emergency responses, with critical response and recovery partners. Engage partners to incorporate health equity principles. Including (but not limited to): <ul style="list-style-type: none"> • Administrative preparedness plans. • Recovery operations. • Incident response improvement plan data elements. 	Multiyear integrated preparedness plan.	June 30, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
6 Planning - IPPW Framework 2 – Enhance Partnerships Framework 5 – Build workforce capacity Framework 10 – Prioritize community recovery efforts	Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. Participate in the DOH Integrated Preparedness Planning Workshop (IPPW). The Workshop is planned for early 2025.	End-of-year reports on template provided by DOH. Participation in IPPW.	June 30, 2025	
7 Communication & Planning Framework 7 – Strengthen risk communication activities	Develop or update crisis and emergency risk communication and information dissemination plans.	End-of-year reports on template provided by DOH.	June 30, 2025	
8 Training Framework 5 – Build workforce capacity	Complete training to ensure baseline competency and integration with preparedness requirements. Participate in at least one public health emergency preparedness, response, or recovery training. Participation in a conference related to public health emergency preparedness, response, or recovery may be used to meet this requirement. Work with Public Health Emergency Response Coordinators to review public health preparedness and response plans and identify gaps, priorities, and training needs. Integrate administrative and budget preparedness recommendations into training. Recommended Training: Public health preparedness and recovery staff,	End-of-year reports on templates provided by DOH, including title, date(s), sponsor of the training or conference, and summary of what you learned.	June 30, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
	<p>including exercise planning staff:</p> <ul style="list-style-type: none"> • Incident Command System (ICS) 100: Introduction to ICS • ICS 700: An Introduction to the National Incident Management System (NIMS) • ICS 800: National Response Framework. An Introduction • IS-120.C: An Introduction to Exercise • IS-2900.A: National Disaster Recovery Framework (NDRE) Overview • Homeland Security Exercise and Evaluation Program • Preparation for Resource Providers <p>Health Department supervisory positions:</p> <ul style="list-style-type: none"> • ICS 200: Basic ICS for Initial Response • Independent Study (IS)-2200: Basic Emergency Operations Center Functions <p>Staff with designated response roles:</p> <ul style="list-style-type: none"> • ICS 300: Intermediate ICS for Expanding Incidents • Crisis and Emergency Risk Communication (CERC) <p>Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):</p> <ul style="list-style-type: none"> • ICS 400: Advanced ICS <p>Notes:</p> <p>Prior approval from DOH is required for any out-of-state travel paid for with PHEP funding.</p> <p>Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above.</p>			
<p>9</p> <p>Exercising</p> <p>Framework 2 – Enhance Partnerships</p>	<p>Participate in at least one exercise by June 30, 2025.</p> <ul style="list-style-type: none"> • Include critical response and recovery partners. • Engage partners to incorporate health equity principles. • Integrate administrative and budget preparedness recommendations. 	<p>End-of-year reports on template provided by DOH.</p> <p>Improvement Plans available upon request.</p>	<p>June 30, 2025</p>	

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
Framework 3 – Expand local support to improve jurisdictional readiness to effectively manage public health emergencies	<ul style="list-style-type: none"> • Complete AAR/IP for the exercise by June 30th, 2025. <p>Note: This may include developing and conducting exercises or participating in exercises developed and conducted by another organization, such as other LHJs.</p>			
10 Communication & Exercising Framework 7 – Strengthen risk communication activities	Identify and implement communication monitoring media relations, and digital communication strategies in exercises. Include communications and/or Public Information Officer in exercises or real world event to identify and implement communication monitoring, media relations, and digital communication. This may include one or more exercises by June 30, 2025.	End-of-year reports on template provided by DOH.	June 30, 2025	
11 MCM Framework 1 – Develop threat-specific approach Framework 10 – Prioritize community recovery efforts	Maintain ability to procure, store, manage, and distribute medical materiel. Maintain ability to dispense and administer medical countermeasures (MCM). Attend an MCM quarterly meeting for the non-CRI LHJs. Continue to show capabilities by submitting updated MCM plans as needed.	End-of-year reports on template provided by DOH.	June 30, 2025	
12 DOH Duty Officer Framework 7 – Strengthen risk communications activities	Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	End-of-year reports on template provided by DOH.	June 30, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date	Payment Information and/or Amount
13 WASECURES Framework 7 – Strengthen risk communication activities	Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as the primary notification system. Participate in DOH-led notification drills. Conduct at least one LHJ drill using the LHJ-preferred staff notification system. Notes: <ul style="list-style-type: none"> • Registered users must log in (or respond to an alert) quarterly at a minimum. • DOH will provide technical assistance to LHJs on using WASECURES. • LHJ may choose to use another notification system in addition to WASECURES to alert staff during incidents. 	End-of-year reports on template provided by DOH.	June 30, 2025	
14 Communication & Communities of Focus Framework 10 – Prioritize community recovery efforts	Identify and implement specific crisis and emergency risk communication activities that meet the diverse needs of local community based organizations that support people who may be disproportionately impacted by the public health impacts of a disaster. DOH will work with LHJs to serve the needs of the socially vulnerable community members in their jurisdictions with a focus on public health equity.	End-of-year reports on template provided by DOH.	June 30, 2025	
15 Healthcare Coalition (HCC) Participation Framework 3 – Expand local support	During each reporting period (Jul – Dec and Jan- Jun), participate in two or more of the following activities with the Northwest Healthcare Response Network (NWHRN) or the Healthcare Alliance (HCA): <ul style="list-style-type: none"> • Meetings • Communication • Planning • Training • Exercises 	End-of-year reports on template provided by DOH.	June 30, 2025	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Special Requirements:

Guidance Documents - LHJs are strongly encouraged to use the following documents to inform their implementation of activities in this statement of work:

Washington State Doctrine for Enhancing Resiliency, Health Security, Response, and Recovery.
DOH will provide a copy.

Public Health Response Readiness Framework (CDC) -- 2024-2028 PHEP Program Priorities – Defines Excellence in Response Operations
[Implementing Public Health Response Readiness Framework | State and Local Readiness | CDC](#)

Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health
[Public Health Emergency Preparedness and Response Capabilities | State and Local Readiness | CDC](#)

2024 PHEP Cooperative Agreement Guidance/Budget Period 1
[2024-2028 PHEP Cooperative Agreement Guidance/Budget Period 1 | State and Local Readiness | CDC](#)

Follow all Federal requirements for use of Federal funds:

Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200

Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards

[CFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

The following expenses are not allowable with these funds:

- Clothing (except for vests to be worn during exercises or responses).
- Incentives.
- Items to be given to community members (members of the public).
- Salaries at a rate more than Executive Level II (Federal Pay Scale).
- Vehicles (with preapproval, funds may be used to lease vehicles).

Preapproval from DOH is required to use these funds for:

- Contracting.
- Purchasing food or beverages (unless employees are in travel status, then reimbursement of food and beverages is allowable).
- Purchasing equipment (see definition of equipment in 2 CFR 200, link above).
- Disposition of equipment with a current value of (see 2 CFR 200, link above).
- Leasing vehicles.
- Out of state travel.

Note: Preapproval is no longer required for paying overtime.

See also DOH *A19 Documentation Matrix* for additional expenses that may require preapproval.

BILLING:

All expenses on invoices must be related to Statement of Work Tasks.

Submit invoices monthly on a signed A19 with backup documentation appropriate for risk level. DOH will provide A19 and risk level.

- If invoices include indirect costs, there must be a DOH approved indirect rate cost agreement.
- If there are no expenses related to this Statement of Work for a month, let the DOH Fiscal Contact know via email.
- Submit final billing within 60 days of the end of the contract period.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Recreational Shellfish Activities -
Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2025 through June 30, 2025

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
REC. SHELLFISH/BIOTOXIN	26402600	N/A	334.04.93	01/01/25	06/30/25	0	800	800
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	800	800

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Biotoxin Monitoring <ul style="list-style-type: none"> Conduct emergency biotoxin sampling when needed. Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. Issue biotoxin news releases during biotoxin closures in Island County. This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring. 	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 18, 2025 (See Special Instructions below.)	\$600
2	Outreach <ul style="list-style-type: none"> Staff educational booths at local events. Distribute safe shellfish harvesting information. 	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by February 18, 2025 (See Special Instructions below.)	\$200

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Program Manual, Handbook, Policy References:

Department of Health's Biotxin Monitoring Plan

Special References (i.e., RCWs, WACs, etc.):

Chapter 246-280 WAC

<https://doh.wa.gov/community-and-environment/shellfish/recreational-shellfish>

<https://doh.wa.gov/about-us/programs-and-services/environmental-public-health/environmental-health-and-safety/about-shellfish-program/about-biotoxins-and-illness-prevention-program>

Special Instructions:

Report for work performed in 2024 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 18, 2025.

The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Original **Revision # (for this SOW)** 0

Period of Performance: January 1, 2025 through December 31, 2027

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: To provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	01/01/25	09/30/25	0	176,594	176,594
FFY24 USDA BFPC PROG MGMT	7621424A	10.557	333.10.55	01/01/25	09/30/26	0	25,804	25,804
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	202,398	202,398

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: <ul style="list-style-type: none"> 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines. 	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for October 2024 through September 2025 = 725.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/25 Second year due 9/30/26 Third year due 9/30/27	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/25 11/30/26 11/30/27	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/25 Second year due 9/30/26 Third year due 9/30/27	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through September 30, 2025 Second year due monthly through September 30, 2026 Third year due monthly through September 30, 2027	
2	Breastfeeding Promotion			See “Billing Requirements” below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.		
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	Status report of chosen activities in Nutrition Services Plan.	First year due 11/30/25 Second year due 11/30/26 Third year due 11/30/27	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> Provide staff, health care providers and community partners virtual breastfeeding training resources. Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
3	Breastfeeding Peer Counseling Program (BFPC)			See “Billing Requirements” below.
3.1	Provide Breastfeeding Peer Counseling Program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding promotion and support activities.	Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal year. Documentation must be available for review by WIC monitor staff.	First year due 12/31/25 Second year due 12/31/26 Third year due 12/31/27 Biennial WIC Monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
4	Farmers Market Nutrition Program (FMNP)			See “Billing Requirements” below.
4.1	Distribute all Farmers Market Nutrition Program benefits to eligible WIC participants between May and September 30 of current year.		Weekly May-Sept. 2025 and May-Sept. 2026 and May-Sept. 2027 All sent by Oct. 1, 2025 and by Oct. 1, 2026 and by Oct. 1, 2027 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References:

The local agency shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:

The local agency shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

The local agency shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References (i.e., RCWs, WACs, etc.):

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
 - a. High quality nutrition services;
 - b. Consistent application of policies and procedures for eligibility determination;
 - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
 - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.

6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits (i.e., frequency, type, etc.):

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The local agency must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The local agency agrees to:

- a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
 - 1) Requiring reimbursement from the local agency of the value of the Loaned Equipment at the time of the loss or damage.
 - 2) Requiring the local agency to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
 - 3) Assertion of a lien against the Contractor's property.
- c. Notify the Department immediately of any damage to Loaned Equipment.
- d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

- a. The local agency shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The local agency shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

Contract Period: January 1, 2025 – December 31, 2027

Contract Budget Periods: The time periods for which the funding is budgeted.

- There are four federal budget periods

January 1, 2025, through September 30, 2025

October 1, 2025, through September 30, 2026

October 1, 2026, through September 30, 2027

October 1, 2027, through December 30, 2027

2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 60 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the local agency and available for inspection by the Department or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The local agency shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Budget Period	Time Period special requirement funds are available	Amount	Special Requirement Description
January 1, 2025 – September 30, 2025	January 2025 – September 2025	2,500	For general training funds. This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part time or contractor), and other approved training expenses.

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

**Year 3 Amendment to Contract with
Puget Sound Partnership (PSP) for
Island Local Integrating Organization (ILIO)
Contract No.: IC ILIO 2023-22
- Executive Summary -
*February 12th BOCC Work Session***

Summary	Contract IC ILIO 2023-22 with the Puget Sound Partnership (PSP) was originally established in 2022 to fund the Island Local Integrating Organization (ILIO) for the first of three guaranteed funding years; this Year 3 Amendment to the contract provides another year of contract work (October 1, 2024, through September 30, 2025), and \$125,000 to cover the costs of the program over that time period. It also provides workplan considerations for use of unspent rollover funds of \$25,000 from Year 2, bringing the total funding to \$150,000.
Policy and Regulatory Context	The ILIO includes all of Island County, also known as Water Resources Inventory Area (WRIA) 6. The ILIO builds upon existing committees and watershed groups that are collectively responsible for actions related to the implementation of watershed focused programs and projects in Island County. Island County territory, as part of a functioning element of Puget Sound, has a long tradition of utilizing the strength of our citizens and volunteer groups to support recovery efforts. The intention of the ILIO is to build upon these existing structures and others within WRIA 6 to continue to support the work of those organizations. The ILIO coordinates process within to best identify and focus work moving forward by convening the ILIO Technical Committee and Executive Committees and ensuring coordination of efforts and resources across multiple entities working toward Puget Sound recovery.
	<u>Equity Lens</u> The ILIO works to bring together entities from across WRIA 6; committee members include tribal, military, private industry, local, state, and federal government, private citizens, and representatives of other interest groups.
	<u>Climate Lens</u> As part of the ILIO Year 3 workplan, the LIO will host the Ecosystem Coordination Board Meeting in Spring of 2025 and will use this opportunity to continue conversations at the 2024 Leadership Council/Local Forum, HSIL Sea Level Rise Forum, and other platforms.
Fiscal Impact	Additional contract funding amount of \$150,000.00 will be utilized in 2025 to fund the ILIO Coordinator position within IC DNR, continue implementation of the 2022-2026 Action Agenda and development of the 2026-2030 Action Agenda, support adaptive management of ecosystem recovery plans, and performance management.
Recommendation	Accept Year 3 Amendment for continued ILIO funding based on factors outlined in this Executive Summary.

Amendment #2

Agreement Number: 2023-22

Title: Island County LIO – FFY 2023-2025 Funding (Year 3)

This agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as “**CONTRACTOR.**”

CONTRACTOR INFORMATION

Island County
PO Box 5000
Coupeville, WA 98239-5000

Project Manager

Jennifer Schmitz
j.schmitz@islandcountywa.gov
(360) 679-7352

UBI: 151000298
EIN: 916001321
UEI: HP7FMXW2Y859
Type:

Fiscal: Renee Lohmann
r.lohmann@islandcountywa.gov

PSP INFORMATION

PUGET SOUND PARTNERSHIP
PO Box 40900
Olympia, WA 98504

Project Manager

Jason Lim
Jason.lim@psp.wa.gov
(360) 742-7434

PURPOSE

The purpose of this amendment #2 is to capture the following changes:

1. Update the budget for Year 3 of this contract and document the carryover of unused Year 2 funds (up to \$25,000 maximum).
 - a. Year 3 (FFY 2025) funds will be spent on new project opportunities that the ILIO Coordinator has initiated since understanding the integration of DNR programs, County comprehensive plans, and local conservation efforts. These new opportunities are described below in Exhibit B, Statement of Work.
 - b. Year 3 funding changes below are reflected in the C-2 budget attachment in **red**:
 - i. Remove Surface Water Quality (SWQ) Specialist from project – salary reflects costs for LIO Coordinator only.
 - ii. Updates to travel expenses (reflected in the completed and approved travel calculator),
 - iii. Updates to the supply budget
 - iv. Updates to Other Direct Costs (Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various WRIA 6 groups).
 - c. Unused Year 2 funds were unspent and carried over because a number of elements for which LIO funds were intended to be spent down by Island County DNR staff were absorbed by other new funding sources, including several new grants.

PERIOD OF PERFORMANCE

The period of performance for this agreement will remain unchanged from October 1, 2022 through September 30, 2025. This amendment encompasses **Year 3** funding + **Year 2 carryover** (max of \$25,000). **Year 3** begins October 1, 2024 and extends through September 30, 2025.

COMPENSATION AND PAYMENT

Total compensation payable amount will remain unchanged at one hundred twenty-five thousand dollars (\$125,000) per year, totaling three hundred seventy-five thousand dollars (\$375,000) for the 3-year term.

Unused funds totaling **\$25,000** will be carried over from Year 2 to Year 3, for a maximum total spending amount of **\$150,000** for Year 3.

For Year 2 carryover, unused funds are applied as follows:

- Task 1 carried over \$1,591 total to support salary/benefits and other direct costs.
- Tasks 2 through 4 carried over a combined total of \$23,409 to support salary/benefits.
- Task 5 had no carry over amount.

(See Exhibit C-2 Attachment for changes in **RED** to the budget sheet for Year 3 + Year 2 carryover)

EXHIBIT B, STATEMENT OF WORK

Statement of work changes for Task 5 are highlighted below in red. All other terms and conditions remain the same.

Task 5 Deliverables and Expected Activity Timeframes

Subtask	Deliverable	Year 3			
		Q1	Q2	Q3	Q4
5.01	<p>Regional Planning and Coordinating Group Participation</p> <ul style="list-style-type: none">In quarterly progress reports, briefly describe participation of the LIO and any challenges or successes as part of this participation. Briefly describe how participation is shared and discussed with LIO committees/Boards.Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)Island LIO is scheduled to host the Ecosystem Coordination Board Meeting in Spring of 2025 and will use this opportunity to continue conversations at the 2024 Leadership Council/Local Forum, HSIL Sea Level Rise Forum, and other platforms.	X	X	X	X
5.02	<p>Inform and educate local decision makers on work of the LIO</p> <ul style="list-style-type: none">In quarterly progress reports describe in detail efforts (including challenges) to educate and inform local decision makers. Identify local decision makers engaged and how information was communicated.Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)The Executive Committee will likely see between one and three new members based on the November 2024 election. The ILIO Coordinator will work to onboard new members and continue discussions toward meaningful work, including the EPA funding model discussion, Sea Level Rise approaches, and other work.	X	X	X	X
5.03	<p>Support Behavior Change</p> <ul style="list-style-type: none">In quarterly progress report, provide description of how local outreach network is aligning with LIO PlanUpload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)Island County Shore Friendly intends to host a multi-day Summit to convene all regional Puget Sound Shore Friendly Coordinators for the first time in 5 years. The event on Whidbey Island will further the discussions around sea level rise and include speakers, training, beach walks, etc. The LIO will support this effort to continue the progress with the HSILs on SLR.	X	X	X	X
5.04	<p>Contribute to Barriers Removal</p> <ul style="list-style-type: none">In quarterly progress report, provide detailed description of work toward sub taskUpload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items)Island County DNR staff, including LIO, Surface Water Quality, MRC, Watershed Planning, and Shore Friendly, will be working to remove barriers to	X	X	X	X

	working more closely with our Tribal partners and neighbors. This includes attending the Affiliated Tribes of Northwest Indians Natural Resources Summit in November 2024.				
5.05	Pursue Funding for 2022-2026 Action Agenda Implementation <ul style="list-style-type: none"> In quarterly progress report, provide detailed description of work toward sub task Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, grant applications, among other items) Island LIO Coordinator will continue to work with PSP and the other LIO Coordinators to develop Target Action Plans and pursue/implement any associated funding. 	X	X	X	X
5.07	Equity and Environmental Justice (EEJ) <ul style="list-style-type: none"> Upload to deliverables folder on Box any finalized materials relevant to this subtask (this may include subcontracts, agendas, presentation materials, letters, among other items) The ILIO Coordinator will continue working to integrate EEJ components into the LIO subcommittees, including diversity of representation and considerations of meeting times/barriers to entry (childcare, meals, timing, etc.) The ILIO Coordinator will continue working to integrate EEJ components into the Natural Resources components of the Island County Comprehensive plan updates. 	X	X	X	X

All other Terms & Conditions of the original agreement remain in full force and effect.

APPROVAL

This amendment shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The amendment and agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This amendment is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Island County Board of County
Commissioners**

Puget Sound Partnership

Jill Johnson
BOCC Chair

Date

Laura Bradstreet
Executive Director

Date

EXHIBIT C – 2 Attachment

Title: Island County LIO – FFY 2023-2025 Funding (Year 3)

CONTRACT: 2023-22, Amendment #2																Year 2 Carryover (FY24)												COMBINED	
PROJECT TITLE: Island LIO FY 2023-2025 Funding (Year 3)																													
				TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TOTAL		TASK 1		TASK 2		TASK 3		TASK 4		TOTAL		YEAR 3 FUNDING + YR 2 CARRYOVER TOTAL			
				Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization	Advance Implementation of the 2022-2026 Action Agenda and Development of the 2026-2030 Action Agenda	Performance Management	Support Adaptive Management of LIO Ecosystem Recovery Plans	Tailor LIO coordination to Support Unique Vision and Goals of LIO							Organize, Support, Administer, Facilitate, and Coordinate a Local Integrating Organization	Advance Implementation of the 2022-2026 Action Agenda and Development of the 2026-2030 Action Agenda	Performance Management	Support Adaptive Management of LIO Ecosystem Recovery Plans											
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST		
SALARY COST	LIO Coordinator	HR	\$68.00	300	\$20,400	200	\$13,600	100	\$6,800	150	\$10,200	350	\$23,800	1100	\$74,800	15	\$1,020	100	\$6,800	25	\$1,700	100	\$6,800	240	\$16,320	1340	\$91,120		
TOTAL SALARY				300	\$20,400	200	\$13,600	100	\$6,800	150	\$10,200	350	\$23,800	1,100	\$74,800	15	\$1,020	100	\$6,800	25	\$1,700	100	\$6,800	240	\$16,320	1340	\$91,120		
BENEFITS	LIO Coordinator	HR	38%		\$7,752		\$5,168		\$2,584		\$3,876		\$9,044		\$28,424		\$388		\$2,584		\$646		\$2,584		\$6,202		\$34,626		
TOTAL BENEFITS				-	\$7,752	-	\$5,168	-	\$2,584	-	\$3,876	-	\$9,044		\$28,424	-	\$388	-	\$2,584	-	\$646	-	\$2,584		\$6,202		\$34,626		
INDIRECT					15%		\$4,223		\$2,815		\$1,408		\$2,111		\$4,927		\$153		\$1,020		\$255		\$1,020		\$2,448		\$17,932		
OTHER DIRECT COSTS (ODC)	Registration costs for local forums, trainings, symposiums, and other events to build network and collaboration capacity with various groups within WRIA 6 (e.g. Affiliated Tribes of Northwest Indians Natural Resources Conference)		\$ -		\$0		\$0		\$0		\$0		\$3,500		\$3,500		\$30							\$30		\$3,530			
												0																	
Total ODCs					\$0		\$0		\$0		\$0		\$3,500	0	\$3,500		\$30		\$0		\$0		\$0	0	\$30	0	\$3,530		
SUPPLIES	General office supplies, event facilitation materials, etc.		\$ -		\$490		\$0		\$0		\$0		\$0	0	\$490		\$0		\$0		\$0		\$0	0	\$0		\$490		
TOTAL SUPPLIES					\$490		\$0		\$0		\$0		\$0	0	\$490		\$0		\$0		\$0		\$0	0	\$0	0	\$490		
TRAVEL EXPENSES	150 RT x 4 (coordinator, LC, trainings/workshops/meetings , etc.) x 0.67	MILE	\$ 0.67	600	\$402		\$0		\$0		\$0		\$0	600	\$402		\$0		\$0		\$0		\$0	0	\$0	600	\$402		
	Ferry tickets x 8 x \$25	TICKET	\$ 25.00	8	\$200		\$0		\$0		\$0		\$0	8	\$200		\$0		\$0		\$0		\$0	0	\$0	8	\$200		
	Lodging/Per Diem for Shore Friendly Summit		\$ -		\$100		\$0		\$0		\$0		\$1,500	0	\$1,600		\$0		\$0		\$0		\$0	0	\$0	0	\$1,600		
	Motor Pool (as needed)		\$ -		\$100		\$0		\$0		\$0		\$0	0	\$100		\$0		\$0		\$0		\$0	0	\$0	0	\$100		
TOTAL TRAVEL					\$802		\$0		\$0		\$0		\$1,500	608	\$2,302		\$0		\$0		\$0		\$0	0	\$0	608	\$2,302		
TOTAL COSTS					\$33,667		\$21,583		\$10,792		\$16,187		\$42,771	1708	\$125,000		\$1,591		\$10,404		\$2,601		\$10,404	240	\$25,000	1948	\$150,000		



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

MEETING DATE: 2/12/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Susan Geiger, Director

Amount of time requested for agenda discussion. 10 minutes

DIVISION: ARPA

Agenda Item No.: 1

Subject: Contract Extension for Goosefoot Community Fund Affordable Housing Project

Description: Goosefoot Community Fund has requested a contract extension for their Affordable Housing Project for an additional 5 months concluding on September 30, 2025, rather than the original date of May 9, 2025.

Attachment: Goosefoot Community Fund contract extension, IC ARPA Affordable Housing Grant Contract with Goosefoot Community Fund, 2024 Year-end Report from Goosefoot Community Fund

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Addendum B

Contract Extension & Adjustment

Section 1: Parties in Agreement

This Contract Extension Agreement is made and entered into as of [Date] by and between the Board of Island County Commissioners and Goosefoot Community Fund, who entered into this mutual Contract titled "Island County ARPA Affordable Housing Grant Contract Goosefoot Community Fund".

Section 2: Purpose of Extension

This Contract Extension Agreement alters **Section 1** of the original Contract, scheduled to conclude two years after the date of execution (May 9, 2025). The parties hereby agree to extend the term of this Contract for an additional period of five months, to conclude on September 30, 2025.

Section 3: Disbursement and Use of Grant Proceeds

This Contract Extension Agreement alters and expands **Section 2 subsection B** of the original Contract. The County acknowledges that funds provided to Grantee in this Contract will be loaned to an affiliated third party, Island Roots Housing (the “Partnership”), the Partnership being the entity responsible for payment of costs included in the Scope of Work. Invoices from vendors that are submitted by the Grantee or the Partnership for reimbursement under this Contract will be addressed to the Grantee, pursuant to federal and state laws as applicable. The Grantee is responsible for monitoring performance and compliance with this Contract by the Partnership and any other partner in the Partnership.

Addendum B
Contract Extension & Adjustment

Section 4: Changes to Contract

All other terms and conditions of the original contract shall remain in full force and effect, except as expressly modified by this extension.

ISLAND COUNTY

GOOSEFOOT COMMUNITY FUND

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Elise Miller, Executive Director

Date

Date

Island County
Contract Number:
CFDA #21.027

Goosefoot Community Fund
PO Box 114
3611 Bayview Road
Langley, WA 98260

Contact: Elise Miller
360.321.4535

Island County ARPA Affordable Housing Grant Contract Goosefoot Community Fund

Introduction

Island County ("COUNTY") received American Rescue Plan Act ("ARPA") funds enacted by Congress and signed into law by President Joe Biden on March 11, 2021. These funds are also known as State and Local Fiscal Recovery Funds ("SLFRF.") The Board of Island County Commissioners ("BOCC") allocated \$9.5 million dollars of these funds for affordable housing in the COUNTY. On January 10, 2023, the BOCC approved grants totaling \$6,995,992 for three organizations for affordable housing. This "AGREEMENT" is made pursuant to the Request for Projects for Affordable Housing approved by the BOCC on January 10, 2023.

Island County has selected Goosefoot Community Fund as a "GRANTEE" to receive ARPA funds for the construction of apartments in Langley, WA for eligible Island County households with an annual income at or below 80% of the Area Median Income ("AMI").

Section 1: Use of Funds and Property Location

The proceeds of this grant (the "Grant") shall be used for design and pre-construction for the apartment community for eligible Island County households with an income at or below 80% of the area median income. This apartment community is located in Langley, Island County, Washington. The ARPA portion of this project must be completed within two (2) years of the contract effective date. The real property and any improvements made during this term are hereinafter referred to as the "Project."

The Project Tax Assessor parcel numbers are as follows: S7345-00-02020-0 and S7345-00-02019-0. See legal descriptions: **Exhibit I**

Section 2: Amount and Terms of Funding

- A. The funding shall be provided as a Grant in the amount of One Million, Ninety-Seven Thousand, Two Hundred Ninety-Three Dollars (\$1,097,293.00) for infrastructure and pre-construction work at the "Project" located in Langley, Washington. The Grant shall come from Island County ARPA funds. See **Exhibit II - Scope of Work**. GRANTEE will complete the work as provided in **Exhibit II, Scope of Work**

- B. **Disbursement and Use of Grant Proceeds.** The Grant proceeds shall be disbursed upon submission of invoices for work performed under Grant. The Grant proceeds shall be used solely to pay a portion of Grantee's costs regarding the Property and certain Grant related expenses, all as approved by County.

Unless otherwise noted in this Agreement, payment will be made on a reimbursement basis for expenses incurred after formal execution of this Agreement. **Notwithstanding the foregoing, Grantee may submit invoices for payment where costs were incurred prior to the Execution Date of this Agreement provided that the costs incurred are included in Exhibit II of the Agreement. Grantee shall provide appropriate documentation to support all costs claimed.**

- C. Payment of funds shall be reimbursed after providing the detailed backup documentation of work completed through the submittal of receipts or payments made to the ARPA Program Coordinator in the Budget and Risk Management office on a monthly or quarterly basis.

Section 3: Contracted Grantee Sub-Recipient

The GRANTEE shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by GRANTEE to assist it to perform the Scope of Work under this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. GRANTEE shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. GRANTEE shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of GRANTEE to the COUNTY for any breach in the performance of GRANTEE's duties. Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages to the extent arising from a subcontractor's performance of the subcontract.

Section 4: Covenant Running with the Land

For Multifamily Rental Projects, the GRANTEE shall cause to be recorded one or more covenant(s) running with the land (the "Covenant(s)") limiting the use of the Property or Properties to residential rental housing for households with an annual income at or below 80% AMI. This Covenant shall be for a term of no less than 40 years and may be renewed for additional terms.

The GRANTEE intends to utilize the density bonus provisions of Langley Municipal Code Ch. 18.13 which currently allow the Project's building use and type. The parties acknowledge that it is possible that the City of Langley's development regulations will be amended before permits are obtained for the construction of the Project. If such changes preclude the intended construction of multifamily apartments on the Project site, GRANTEE shall nonetheless abide by the restrictive Covenant to restrict the Project to rental housing for households with an annual income at or below 80% AMI.

Section 5: Refinance And Future Encumbrance

Each and every contract, deed or other instrument executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the Covenant. Written notification must be provided to the Island County Board of County Commissioners ("BOCC") for deed transfer, refinancing, reconveyance, or any further encumbrance

on the Project or the Property. Such notification shall be made to the HUMAN SERVICES ("DEPARTMENT"). At any time of deed transfer, refinance, reconveyance, other encumbrance, or the expiration of the covenant; the County may at its discretion require a renewal of the 40 year restricted use Covenant. This requirement shall be based on the current COUNTY guidelines, and factors to be considered shall include but not be limited to the following: enhancement of the Property value; use of the refinance proceeds in furtherance of the BOCC's affordable housing objectives.

Section 6: Casualty, Condemnation, Etc.

In the event of any fire or other casualty to the Properties or eminent domain proceedings resulting in condemnation of the Property or any part thereof, GRANTEE shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor.

Section 7: Period of Performance and Length of Commitment

- A. The effective date of this Contract shall be the date of the last signature.
- B. The activities in described in the Scope of Work of this Contract shall be completed by the GRANTEE by a period of two-years (2) years from the effective date of this Contract.
- C. The GRANTEE shall notify and consult with the COUNTY whenever any event affects the timely completion/acquisition of the project as described in **Section 1** of this Contract.
- D. The termination date of this Contract shall be 24 months from the date of the last signature.

Section 8: Target Population and Benefit Standard

The apartment units will be constructed for the sole purpose rental to Island County households, who at the time their application is approved, have a gross annual household income at or below eighty percent (80%) of the area median income for Island County, Washington, as adjusted annually by the United States Department of Housing and Urban Development.

Section 9: Reporting

Notification and documentation of the ARPA related financial expenditures of the "Project" must be completed by the GRANTEE and returned to the COUNTY within 15 business days following the completion of the quarter. Reporting will be due in January, April, July and October. Failure to file timely in accordance with COUNTY requirements may result in penalties that may include a hold on funding requests and the COUNTY denying the GRANTEE's application in future funding rounds.

Section 10: Records

- A. GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect GRANTEE's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. GRANTEE's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of

determining compliance by GRANTEE with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.

- C. The records shall be made available by GRANTEE for such inspection, and audit together with suitable space for such purpose, at any and all times during GRANTEE's normal working day.
- D. GRANTEE shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by GRANTEE until all litigation, claims, or audit findings involving the records have been resolved.

Section 11: Dependent Audit Requirements

- A. GRANTEE shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARPA/SLFRF funds.
 - 1. GRANTEE shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with GRANTEE's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of GRANTEE's fiscal year. GRANTEE hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
 - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.
 - 3. If, under separate agreement, GRANTEE is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

Section 12: Single Audit Act Requirements

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term "non-federal entity," as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If GRANTEE is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United

States Comptroller General and the OMB Compliance Supplement. GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- C. GRANTEE shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted GRANTEE also maintain auditable records. GRANTEE is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. GRANTEE must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from GRANTEE all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, GRANTEE must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of GRANTEE's fiscal year(s):

**Island County Budget Office
ARPA Program
PO Box 5000
Coupeville, WA 998239-5000**

- F. If GRANTEE claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, GRANTEE must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the GRANTEE's fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. GRANTEE shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, GRANTEE's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

Section 13: US Treasury Final Rule for Category 2: Negative Economic Impacts: Assistance to Households: Long-term Housing Security: Affordable Housing (2.15)

The American Rescue Plan (ARP) aims to respond to the negative economic impacts of the COVID-19 pandemic. The Final Rule outlines that ARPA resources can be used for assistance to households.

The pandemic has had a severe impact on households, particularly low-income workers and communities and people of color. While eligibility is flexible to respond to a recipient's needs, the intent of this portion of ARPA is to remediate the impact of the pandemic on these households, businesses, non-profits, and workers in communities disproportionately affected.

Option 1: SLFRF funds used for affordable housing projects under the PH-NEI eligible use category are presumptively eligible if the project meets certain core requirements of the following expanded list of federal housing programs:

Note that eligibility is separate from an award requirement.

- National Housing Trust Fund (HTF)
- HOME Investment Partnerships Program (HOME)
- Low-Income Housing Credit (LIHTC)
- Public Housing Capital Fund
- Section 202 Supportive Housing for the Elderly Program
- Section 811 Supportive Housing for Persons with Disabilities Program
- Project-Based Rental Assistance
- Multifamily Preservation & Revitalization Program
- Affordable housing projects provided by a Tribal government if they would be eligible for funding under the Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program

The program requirements of these federal housing programs that must be met for presumptive eligibility have been clarified to include four core requirements:

Resident income restrictions;

The affordability period and related covenant requirements for assisted units;

Tenant protections; and Housing quality standards

Option 2: SLFRF funds used for affordable rental housing under the PH-NEI eligible use category are presumptively eligible uses if the units funded serve households at or below 65⁰% of AMI for a period of 20 years or greater. A broader range of affordable housing investments may also be eligible uses of SLFRF funds under the final rule if they are related and are reasonably proportional to addressing the negative economic impacts of the pandemic and otherwise meet the final rule's requirements. Depending on the needs of the local rental market, it may be reasonably proportional to address the negative economic impacts of the pandemic by funding units (e.g., up to 80% AMI) that do not fall into the presumptively eligible categories listed above.

Loan Flexibilities. SLFRF can now be used to fund the full principal amount of certain loans that finance long-term affordable housing investments. Among other requirements, the loans must have maturity and affordability covenants of 20 years or longer, including but not limited to loans that fund low-income housing tax credit (LIHTC) projects.

Additional uses recipients may consider offering down payment assistance. Examples of this assistance include:
contributions to a homeowner's equity at origination; or
establishing a post-closing mortgage reserve account on behalf of the borrower that may be utilized to make a missed or partial mortgage payment at any point during the life of the loan (e.g., if the borrower faces financial stress).

Homeownership assistance that would be eligible under the Community Development Block Grant (24 CFR 507.201(n)) is also an eligible use of SLFRF funds.

Section 14: Construction

All terms and provisions in this Contract, as well as the attachments, shall be construed in accordance with their ordinary and customary meaning.

Section 15: Entire Agreement

This Contract, including attachments, represents all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

Section 16: Conformance

The GRANTEE agrees to comply with all requirements of the Treasury's Final Rule document 31 CRF Part 35 RIN 1505-AC77. If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

Section 17: Order of Precedence

In the event of any inconsistency in this contract award, the inconsistency shall be resolved by giving precedence in the following order: (1) Federal, State and local laws and regulations; (2) General terms and conditions; (3) Basic Agreement; (4) Statement of Work; (5) Approved County Plan; (6) Any other provisions whether incorporated by reference or otherwise, provided, that nothing shall be construed as giving precedence to provisions of this contract over any provisions of law.

Section 18: Approval

This Contract shall be subject to the written approval of the COUNTY'S authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

Section 19: Rights and Obligations

All rights and obligations of the parties to this Contract shall be subject to and governed by the Specific Terms and Conditions contained in the text of this Contract instrument and the following documents are incorporated into this Contract by reference: Addendum A, Certification of Suspension and Debarment; Exhibit I, Legal Description; and Exhibit II, Scope of Work.

Section 20: Venue

In the event of litigation regarding the terms and enforcement of this contract, proper venue shall be Island County, Washington. This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

Section 21: Indemnification

The GRANTEE shall be solely responsible for administration of the Project. The GRANTEE shall at all times protect, indemnify and save harmless the COUNTY from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable counsel fees, and expenses) to the extent imposed upon or reasonably incurred by or asserted against the COUNTY on account of (i) any failure of the GRANTEE to comply with any of the terms of this Agreement or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project in violation of applicable law (including environmental laws); provided, the GRANTEE has no obligation to indemnify the COUNTY for any claim or liability resulting from the County's negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

Section 22: Insurance

Prior to commencement of services under this Contract, GRANTEE shall submit to County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the COUNTY, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the COUNTY. GRANTEE shall maintain at GRANTEE'S sole expense unless otherwise stipulated, the following insurance coverages, insuring Goosefoot Community Fund employees, agents, designees, and indemnities as required herein:

- A. The GRANTEE shall not commence work under this Contract until Island County Budget and Risk Management office has obtained certification of all insurance required under this paragraph and such insurance has been approved by the County.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's Compensation to be maintained by the Grantee shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The GRANTEE'S insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- C. The GRANTEE shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect Island County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the GRANTEE or by anyone directly employed by or contracting with the GRANTEE.

Specific limits required \$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Grantee General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- D. Commercial General Liability insurance maintained by the Grantee shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Grantees insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of the Grantee's insurance and shall not contribute to it.
- E. The GRANTEE shall maintain on their General Liability an endorsement for coverage of hired and non-owned automobiles. This endorsement will cover any vehicles that may have access or be involved in the Project. Grantee states that it does not own any vehicles that would be covered by a separate automobile policy and a Symbol 1 designation.
- F. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of the GRANTEE's contract with the service provider, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
- G. GRANTEE shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. GRANTEE shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- H. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the COUNTY, its officers, agents and employees, the GRANTEE expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to a any claim brought by or on behalf of any employee of the GRANTEE against the County. This waiver is mutually negotiated by the parties to this Agreement.

- I. Professional Liability Insurance - Prior to the start of work, the GRANTEE will ensure that all contracted professional service providers will carry Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of their contract with GRANTEE. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made from coverage shall be maintained by the service provider for the GRANTEE for a minimum of three (3) years following the termination of this Contract.
- J. Subcontractors - GRANTEE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

Section 23: Acceptance of Grant Terms. By signing this Agreement, the parties agree to be bound by all their terms and conditions. Grantee represents and warrants that the individual signing the Grant Agreement on behalf of Grantee has been duly authorized to do so.

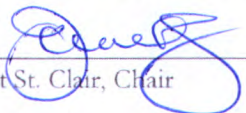
Section 24: Suspension and Debarment

See attached Addendum A.

ISLAND COUNTY

**GOOSEFOOT COMMUNITY
FUND**

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON



Janet St. Clair, Chair

5/9/2023

Date



Elise Miller, Executive Director

5/11/23

Date

Addendum A

Certification of Suspension and Debarment

Goosefoot Community Fund, the Grantee certifies to the best of its knowledge and belief the entity and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

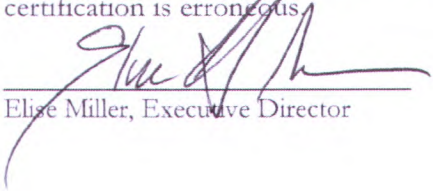
Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification, or destruction of record, making a false statement or receiving stolen property

Not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of offenses in 2. above

Have not within a three-year period had one or more public transactions terminated for cause or default

The Grantee will provide current certification they are in good standing and not currently Suspended or Debarred from receiving Federal Funds. The Grantee shall also provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.

By signing this certification, the Grantee agrees that it shall not knowingly enter into any lower tier covered transaction that the entity or principals are debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in this covered transaction. The Grantee may rely upon certification of a lower tier covered transaction unless it knows that the certification is erroneous.


Elise Miller, Executive Director

5/1/23
Date

Exhibit I

LEGAL DESCRIPTION

Lots 19 and 20, Block 2, Replat of Town of Langley, according to plat recorded in Volume 6 of Plats, page 33, being a replat of Volume 2 of Plats, page 15, records of Island County, Washington.
Situate in the County of Island, State of Washington.

Tax Parcel Number(s): S7345-00-02019-0/299251 & S7345-0002020-0/811687

Exhibit II

SCOPE OF WORK

Scope of Work

This scope includes the following activities:

Fulfillment of promissory note and other acquisition-related costs (recording, etc.);

Architectural, civil, geotechnical, structural and other engineering and design;

Environmental review, as required, including costs related to procurement of said services;

Land use and building permitting application, and procedures necessary for approvals;

Permit and utility connection fees and infrastructure construction;

Site development, as appropriate;

Other development costs as necessary to prepare for construction, and to secure construction-phase and permanent financing (including staffing, and direct costs related to insurance, taxes, marketing, accounting and auditing, etc.)



January 31, 2025

Board of Island County Commissioners
Lynda Austin, Dept. of Human Services
1 NE 7th Street
Coupeville, WA 98239

Dear Commissioners and Director Austin:

We are pleased to provide the following report of 2024 activities and accomplishments, funded through the County's award of American Rescue Plan Act (ARPA) funds for the Generations Place project.

January 2024	<ul style="list-style-type: none"> • City of Langley acknowledges submittal of Type I site plan review application. • GenCap Construction Co. comes on board during design phase to advise value engineering and constructability analysis
February 2024	<ul style="list-style-type: none"> • IRH receives HOME funding award of \$1.464million (later revised down to \$1.3m per Congressional budget), a portion of which is contingent on receiving CHDO designation. No "choice-limiting actions" allowed until NEPA completed.
March 2024	<ul style="list-style-type: none"> • Gen Place building permit application submitted. • \$1.6million Local Project appropriation supported by 10th LD
April 2024	<ul style="list-style-type: none"> • Langley issues 1st comments on site plan review application. • Beneficial State Bank proposes a more flexible line of credit through GCF, rather than construction loan.
June 2024	<ul style="list-style-type: none"> • Response to City's first review submitted. • Public phase of fundraising commences, with \$2.44m already committed.
July 2024	<ul style="list-style-type: none"> • Summer of fundraising and events commences: Rootstock Concert series, parades, Fair, farmers markets engages over 300 donors and business/agency endorsements. • IRS 501(c)3 designation received, retroactive to founding in September 2023, enabling Goosefoot to transfer property to Island Roots Housing.
September 2024	<ul style="list-style-type: none"> • NEPA report completed – no objections submitted, no issues identified.
October 2024	<ul style="list-style-type: none"> • SEPA determination of non-significance issued by City, no objections submitted. • Preliminary site plan approval issued, pending variance decision.
November 2024	<ul style="list-style-type: none"> • Goosefoot transitions from Fiscal Sponsor to Fiscal Agent for IRH/Generations Place. • Essential Solutions LLC transferred from Goosefoot to IRH ownership. • Subcontractor recruitment commences: Gen Place preliminary cost estimate \$450K more than target. • Informed HOME award subject to BABAA (buy American) requirement.

	<ul style="list-style-type: none"> • Application for CHDO designation submitted. • Hearing re: sidewalk design variance.
December 2024	<ul style="list-style-type: none"> • Hearing Examiner issues approval of variance, but asks Langley to consider alternative approach. • Redesign of streetscape commences, per Langley engineer response to Hearing Examiner. • PSE \$82,526 solar grant awarded, PSE EV-Charging program application advanced, engineering commences to link systems. • Island Roots Housing informed it qualifies for CHDO designation, qualifying for additional HUD funding for Generations Place.

As of the beginning of the 2024 calendar year, Goosefoot Community Fund and Island Roots Housing had submitted an application for site plan review to the City of Langley, along with a request for a variance from streetscape design standards, after identifying some issues within Langley's new Multifamily Infill (Form-Based) code.

Also in January, GenCap Construction Inc. was brought on board to assist the architects at Environmental Works Design Center with value engineering and constructability analysis. This was arranged via a General Contractor as Construction Manager (GCCM) contract, which involves a negotiated "guaranteed maximum price" of the hard costs, after the design is complete (rather than a bid.) This arrangement is especially beneficial due to the complexity of incorporating requirements from the six funding sources that have been assembled to date.

As of yet that guaranteed maximum price has not been determined, due to three factors:

1. In November 2024 the Tri-County HOME agency (Skagit Co.) notified us that the Build America Buy America Act (BABAA) applies to 2024 awards. This means that 95% of BABAA eligible project materials and equipment need to be made in America. These are new regulations for HUD, and we are working with Skagit County HOME staff to determine impact. The compliance requirements of this are extensive and have increased soft costs over original budget.
2. The City of Langley conditionally approved the site plan in October 2024, pending the Hearing Examiner's decision on the streetscape design variance. The variance was conditionally granted in December, but the Hearing Examiner asked Langley to consider an alternative approach to relief, which Langley had done with the first (cottage) project approved under this code. Langley subsequently chose that the project streetscape should be redesigned per earlier precedent. This has also increased the budget for pre-development as Langley shifts design and engineering requirements.
3. We expect ground breaking to be further delayed by opposition which have indicated they will appeal site plan approvals regardless of which approach the city takes. Their main issue seems to be the reduced parking requirements and the lot coverage bonus for providing permanently affordable units, that allows these parcels to accommodate 14 units. At this point we are ready to start construction as soon as Langley provides final approvals, but we have no control over that aspect of the timeline.

We are therefore asking the County to consider whether they might be able to extend the ARPA contract beyond current May 2025 deadline, and provide a few more months so that we can complete the pre-development scope budgeted within the ARPA contract, and accommodate costs associated with Langley's requirement for redesign of the streetscape.

The project's subsidy awards, as of 1/31/2025 are as follows:

Source	Award	Expended as of 12/31/2024
Island County ARPA	\$1,097,293	\$962,816.78
HOME Multifamily Rental	\$1,039,300	
HOME CHDO set-aside	\$282,262	
Leg. Appropriation (HTF)	\$1,600,000	
Commerce CHIP	\$140,000	
PSE Conservation Grant	\$29,247	
Subtotal	\$4,188,102	

In addition, we have the following funding pending:

Source	Award	Notes
Island County 1406 award	\$200,000	
Bank financing	\$1,500,000	LOI from two banks
Private fundraising	\$2,750,160	Received / pledged

And the following fully-funded add-on projects, not included in main project budget:

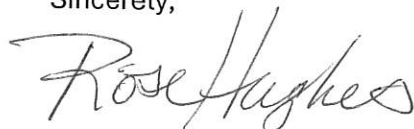
PSE Solar Grant	\$82,526	(add on project, not in main project budget)
PSE EV-charging program	(not yet estimated)	PSE-provided equipment/install 6 on-site stations
Subtotal	\$4,532,636	

None of this would have been possible without the early "at-risk" funding that the County provided through the ARPA program. This strong early support has allowed Goosefoot and Island Roots Housing to quickly establish project feasibility, and enlist experienced development consultants, architects, engineers and contractors to quickly shepherd the project through pre-development, navigating the complexities of permanent funding applications and a largely untested new regulatory code.

As we now prepare for final funding closings, and to close out the ARPA grant within the next few months, we ask that the **grant obligations be reassigned from Goosefoot to Island Roots Housing**, as IRH has now taken ownership of the parcels and will be the owner/operator of the project upon finance closing.

Thank you so much for your support and consideration.

Sincerely,



Rose Hughes
Managing Director
Island Roots Housing



Elise Miller
Executive Director
Goosefoot Community Fund